

United States
Circuit Court of Appeals
For the Ninth Circuit.

Transcript of Record.
(IN THREE VOLUMES.)

PACIFIC COAST COMPANY, a Corporation,
Appellant,
vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Appellees.

VOLUME III.
(Pages 641 to 844, Inclusive.)

Upon Appeal from the United States District Court
for the District of Alaska, Division No. 1.

Filed

JUL 1 - 1915

F. D. Monckton,

United States
Circuit Court of Appeals
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PACIFIC COAST COMPANY, a Corporation,
Appellant,
vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Appellees.

VOLUME III.
(Pages 641 to 844, Inclusive.)

Upon Appeal from the United States District Court
for the District of Alaska, Division No. 1.

[Plaintiff's Exhibit No. 12—Deed—Griffin to Waterbury et al., Dated May 12, 1897.]

THIS INDENTURE, made the 12th day of May, 1897, between Mary K. Griffin of the City and County of San Francisco, State of California, one of the heirs at law of M. T. Griffin, Deceased, the party of the first part, and J. I. Waterbury of the City of New York, and T. Jefferson Coolidge, Jr. of Boston, Massachusetts, parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of five dollars (\$5.00) lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof by the said party of the first part is hereby acknowledged does by these presents remise, release and forever quitclaim unto the said parties of the second part, their heirs and assigns, all the right, title and interest which the said party of the first part may have or may hereafter acquire in and to the following described real property situate lying and being in the District of Alaska, at the East end of the Town of Juneau on Gastineaux Channel, and more particularly bounded and described as follows, to wit: The center line is marked by a blazed tree and notice and large boulder near low water mark in line south 25 degrees west; magnetic course and distances are as follows: Commencing at a stake and mound of stone—first North 25 degrees East 600 feet thence Second South 65 degrees East 600 feet; Thence Third South 25 degrees West, 600 feet to stake and mound of stone at low water

mark; and thence fourth North 65 degrees West 600 feet along the water line to the place of beginning; which said described property was located March 6, 1881, by M. W. Murry, and is better known as the Carroll and Murry Wharf property and premises, and is better described in Book A of Records, beginning at page 144 of the records of Harris Mining District, Alaska, in the office of the Recorder of said Mining District, in the said Town of Juneau, to which record for greater certainty of description of said land reference is [585] hereby made: The property hereby conveyed lying partly up-land and partly tide-land and the wharf known as the Carroll and Murry wharf being situated upon a portion thereof.

Together with all and singular the tenements, hereditaments and appurtenances, wharves, buildings, improvements and superstructures therein situated and erected, and all and singular the possession possessory right, riparian and littoral and water rights connected with said premises and appertaining thereto, with the right to build and construct, wharves, warehouses etc., over and across the said premises, and to possess, own use and occupy the same and all the riparian and littoral rights thereunto appertaining as fully as are now owned or as might be owned, used or possessed by the said party of the first part, together with all her rights of egress and ingress thereto, as now enjoyed used or possessed by the said party of the first part,

To have and to hold, all and singular the said premises together with the appurtenances to said

parties of the first part, their heirs and assigns forever,

In witness whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

MARY K. GRIFFIN, (Seal)

Signed, Sealed and Delivered in presence of:

SARAH E. MURRY.

FRANK W. GRIFFIN.

State of California,

City and County of San Francisco,—ss.

On this 19th day of May in the year One Thousand Eight Hundred and Ninety Seven, before me, Milton S. Latham, a notary public, in and for the said City and County, residing therein, duly commissioned and sworn, personally appeared Mary K. Griffin, known to me to be the person whose name is subscribed to the within instrument and she acknowledged that she executed the same. [586]

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

[Notarial Seal] MILTON S. LATHAM,

Notary Public in and for the City and County of San Francisco, State of California.

Filed for record June 19, 1897, at 9 o'clock A. M.

JOHN Y. OSTRANDER,

District Recorder.

United States of America,
Territory of Alaska,
Juneau Recording District,—ss.

I hereby certify that the foregoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 12 of Deeds, at Page 272 to 273 and of the whole thereof.

Dated July 22d, 1914.

[Seal]

JOHN B. MARSHALL,
District Recorder.

Plffs. Exhibit No. 12. Received in evidence Jul. 17, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. by J. T. Reed, Deputy. [587]

**[Plaintiff's Exhibit No. 13—Trustees' Deed—Lyons
to Waterbury et al., Dated March 21, 1898.]**

No. 114.

TRUSTEES' DEED.

THOMAS R. LYONS,

to

JOHN T. WATERBURY and T. JEFFERSON
COOLIDGE, Jr.

THIS INDENTURE, Made this 21st day of March in the year of our Lord one thousand eight hundred and ninety eight, by and between Thomas R. Lyons, as trustee for the townsite of Juneau, in the Territory of Alaska, party of the first part, and John T. Waterbury and T. Jefferson Coolidge, Jr., of New York, in the and of parties of the second part, witnesseth:

Whereas said party of the first part has been ap-

pointed trustee for said townsite by the Secretary of the Interior, under the provision of sections 11 to 15 inclusive, of the act of Congress, approved March 3, 1891, entitled "An act to repeal timber culture laws, and for other purpose (26 Stats., 1095), and

Whereas, pursuant to said appointment as such trustee, said party of the first part has duly qualified and entered upon the performance of his duties as such, as provided in said act and the regulations of the Secretary of the Interior, date June 3rd, 1891, for his guidance, and

Whereas, on the 13th day of October A. D. 1893, said party of the first part, as such trustee, entered the tract of land upon which the townsite of Juneau is situate, being survey No. 1, of public surveys in Alaska, under said act, executed by _____, United States Deputy surveyor, under instructions from the United States Marshal, ex-officio surveyor-general of Alaska, bearing date of the 8th day of March, 1892, approved by said United States Marshal, ex-officio surveyor-general, on the 21st day of October, 1892, and

Whereas, said trustee has entered said land in trust for the several use and benefit of the occupants thereof, according to their respective interests, and has made survey thereof into lots, blocks, squares, streets and alleys, and has assessed upon each of the lots in said townsite the sums of money contemplated by the intruction of the Secretary of the Interior, and
[588]

Whereas, said trustee finds that according to the true spirit and intent of said act that said parties of

the second part are interested in said townsite and entitled to the premises thereon as hereinafter described, and

Whereas, said parties of the second part have paid the assessment upon said property amounting to the sum of Five Hundred and thirty-four dollars.

Now, Therefore, said party of the first part, as such trustee, by virtue of the power vested in and conferred upon him by the terms of said act, and in consideration of said sum, the receipt of which is hereby acknowledged, by these presents does grant, convey and confirm unto the said parties of the second part and their heirs and assigns all the following lot, piece, and parcel of land situate in the town of Juneau and Territory of Alaska, described as follows, to-wit:

Lots two (2) and three (3) in Block O Lots One (1) and Three (3) and Four (4) in Block P. Lots one (1) Three (3) and Four (4) in Block Q. Lots one (1) two (2) three (3) and four (4) in Block R. Lots one (1) two (2) three (3) and four (4) in Block S. Lots one (1) two (2) three (3) and four (4) in Block T. Lots one (1) two (2) three (3) and four (4) in Block O. Lots one (1) two (2) three (3) and four (4) in Block P. Lots one (1) two (2) three (3) and four (4) in Block q. Lots one (1) two (2) three (3) and four (4) in Block r. Lots one (1) two (2) three (3) and four (4) in Block s. Lots one (1) two (2) three (3) and four (4) in Block t. Which said property above described including Lots one (1) and Four (4)

in Block O and lot Two (2) in Block P. And lot two (2) in Block Q as for its exterior boundaries and is more plainly described as follows to wit: The center line is marked by a blazed tree and notice and large boulder near low water mark in line S 25 W magnetic courses and distances are as follows commencing at a stake and mound of stone First North 25 E 600 feet thence Second S' 65 E 600 feet thence third S' 25 W 600 feet to a stake and mound of stone at low water mark and thence Fourth N 65 W 600 feet along the water line to the place of beginning which said described property was located March 6th 1881, by M. W. Murray and is better known as the Carroll and Murray wharf property as described in Block "A" Juneau Records page 144.

To have and to hold the same, together with all *the* singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, said party of the first part, as such trustee, has hereunto set his hand and seal on the day and year first above written.

[589]

THOMAS R. LYONS, (Seal)

Trustee for Townsite of Juneau, Alaska Territory.

In Presence of:

JOHN Y. OSTRANDER.

EDWIN SHAW.

Territory of Alaska.

Be it remembered, That on this 21st day of March, A. D. 1898, before me a U. S. Commissioner, came

Thomas R. Lyons, to me personally known to be the trustee of said townsite of Juneau, Alaska, and the identical person described in, and whose name is affixed to, the foregoing conveyance as grantor, and he acknowledges the execution of the same to be his voluntary act and deed as such trustee, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

[Seal]

JOHN Y. OSTRANDER.

U. S. Commissioner for Alaska.

Filed for record at the request of John T. Waterbury and T. Jefferson Coolidge, Jr., on the 22d day of March, A. D. 189—, at 9 minutes past — A. M.

JOHN Y. OSTRANDER,

Recorder.

United States of America,
Territory of Alaska,
Juneau Recording District,—ss.

I hereby certify that the foregoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 13 of Trustee's Deeds at page 114, and of the whole thereof.

Dated July 22d, 1914.

JOHN B. MARSHALL,

District Recorder. [590]

Plffs. Exhibit No. 13. Received in evidence Jul. 17, 1914. In cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [591]

[Plaintiff's Exhibit No. 14—Trustees' Deed—Lyons
to Waterbury et al., Dated November 9, 1898.]

No. ———.

TRUSTEES' DEED.

THOMAS R. LYONS

TO

JOHN T. WATERBURY and T. J. COOLIDGE.

THIS INDENTURE, Made this 9th day of November in the year of our Lord one thousand eight hundred and ninety-eight, by and between Thos. R. Lyons as trustee for the townsite of Juneau, in the Territory of Alaska, party of the first part, and John I. Waterbury and T. Jefferson Coolidge Jr. of the State of New York, parties of the second part, witnesseth:

Whereas said party of the first part has been appointed trustee for said townsite by the Secretary of the Interior, under the provisions of section 11 to 15 inclusive, of the act of Congress approved March 3, 1891, entitled "An act to repeal timber culture laws, and for other purposes (26 Stats., 1095), and

Whereas, pursuant to said appointment as such trustee, said party of the first part has duly qualified and entered upon the performance of his duties as such, as provided in said act and the regulations of the Secretary of the Interior, dated June, 3 1891, for his guidance, and

Whereas, on the 13th day of October A. D. 1893, said party of the first part, as such trustee, entered the tract of land upon which the townsite of Juneau

is situate, being survey No. 1, of public surveys in Alaska, under said act, executed by Geo. W. Garside, United States Deputy surveyor, under instructions from the United States Marshal, ex-officio surveyor-general of Alaska, bearing date of the 8th day of March 1892, approved by said United States Marshal, ex-officio surveyor-general, on the 21st day of October 1892, and

Whereas, said trustee has entered said land in trust for the several use and benefit of the occupants thereof, according to their respective interests, and has made survey thereof into [592] lots, blocks, squares, streets and alleys, and has assessed upon each of the lots in said townsite the sums of money contemplated by the instructions of the Secretary of the Interior, and

Whereas, said trustee finds that according to the true spirit and intent of said act that said parties of the second part are interested in said townsite and entitled to the premises thereon as hereinafter described, and

Whereas, said parties of the second part have paid the assessment upon said property amounting to the sum of Forty Eight dollars.

Now, Therefore, said party of the first part, as such trustee, by virtue of the power vested in and conferred upon him by the terms of said act, and in consideration of said sum, the receipt of which is hereby acknowledged, by these presents does grant, convey and confirm unto the said parties of the second part and their heirs and assigns all the following lot, piece, and parcel of land situate in the town of Juneau and

Territory of Alaska, described as follows, to wit:

Lot two (2) in Block P as per the official plat thereof.

To have and to hold the same, together with all *the* singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, said party of the first part, as such trustee, has hereunto set his hand and seal on the day and year first above written.

THOMAS R. LYONS, (Seal)

Trustee for Townsite of Juneau, Alaska Territory.

In Presence of:

JOHN G. HEID.

ALFRED E. MALTBY.

Territory of Alaska.

Be it remembered, That on this 9th day of November A. D. 1898, before me a Notary Public, came Thomas R. Lyons [593] to me personally known to be the trustee of said townsite of Juneau, Alaska, and the identical person described in, and whose name is affixed to, the foregoing conveyance as grantor, and he acknowledges the execution of the same to be his voluntary act and deed as such trustee, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

[Seal]

JOHN G. HEID,

Notary Public for Alaska.

Filed for record at the request of _____
on the 9th day of November, A. D. 1898, at 3 P. M.

NORMAN E. MALCOLM,

Recorder.

United States of America,

Territory of Alaska,

Juneau Recording District,—ss.

I hereby certify that the foregoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 13 of Trustee's Deeds at page 253, and of the whole thereof.

Dated July 22d, 1914.

[Seal]

JOHN B. MARSHALL,

District Recorder.

Plffs. Exhibit No. 14. Received in evidence Jul. 17, 1914. In cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [594]

[Plaintiff's Exhibit No. 15—Trustees' Deed—Lyons to Waterbury et al., Dated November 9, 1898.]

No. _____.

TRUSTEES' DEED.

THOMAS R. LYONS

TO

JOHN I. WATERBURY and T. J. COOLIDGE.

THIS INDENTURE, Made this 9th day of November in the year of our Lord one thousand eight hundred and ninety-eight, by and between Thos. R. Lyons as trustee for the townsite of Juneau, in the Territory of Alaska, party of the first part, and John I. Waterbury and T. Jefferson Coolidge Jr. of the

State of New York, parties of the second part, witnesseth :

Whereas said party of the first part has been appointed trustee for said townsite by the Secretary of the Interior, under the provisions of section 11 to 15 inclusive, of the act of Congress approved March 3, 1891, entitled “An act to repeal timber culture laws, and for other purposes (26 Stats., 1095), and

Whereas, pursuant to said appointment as such trustee, said party of the first part has duly qualified and entered upon the performance of his duties as such, as provided in said act and the regulations of the Secretary of the Interior, dated June, 3 1891, for his guidance, and

Whereas, on the 13th day of October, A. D. 1893, said party of the first part, as such trustee, entered the tract of land upon which the townsite of Juneau is situate, being survey No. 1, of public surveys in Alaska, under said act, executed by Geo. W. Gar-side, United States Deputy surveyor, under instructions from the United States Marshal, ex-officio surveyor-general of Alaska, bearing date of the 8th day of March 1892, approved by said United States Marshal, ex-officio surveyor-general, on the 21st day of October 1892, and

Whereas, said trustee has entered said land in trust for the several use and benefit of the occupants thereof, according to their respective interests, and has made survey thereof into [595] lots, blocks, squares, streets and alleys, and has assessed upon each of the lots in said townsite the sums of money

contemplated by the instructions of the Secretary of the Interior, and

Whereas, said trustee finds that according to the true spirit and intent of said act that said parties of the second part are interested in said townsite and entitled to the premises thereon as hereinafter described, and

Whereas, said parties of the second part have paid the assessment upon said property amounting to the sum of Forty-eight dollars.

Now, Therefore, said party of the first part, as such trustee, by virtue of the power vested in and conferred upon him by the terms of said act, and in consideration of said sum, the receipt of which is hereby acknowledged, by these presents does grant, convey and confirm unto the said parties of the second part and their heirs and assigns all the following lot, piece, and parcel of land situate in the town of Juneau and Territory of Alaska, described as follows, to wit:

Lot two (2) in Block "Q" as per the official plat thereof To have and to hold the same, together with all *the* singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, said party of the first part, as such trustee, has hereunto set his hand and seal on the day and year first above written.

THOMAS R. LYONS, [Seal]

Trustee for Townsite of Juneau, Alaska Territory.

In Presence of:

JOHN G. HEID.

ALFRED E. MALTBY.

Territory of Alaska.

Be it remembered, That on this 9th day of November A. D. 1898, before me a Notary Public, came Thomas R. Lyons [596] to me personally known to be the trustee of said townsite of Juneau, Alaska, and the identical person described in, and whose name is affixed to, the foregoing conveyance as grantor, and he acknowledges the execution of the same to be his voluntary act and deed as such trustee, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

[Seal]

JOHN G. HEID,
Notary Public for Alaska.

Filed for record at the request of _____
on the 9th day of November, A. D. 1898, at 3 P. M.

NORMAN E. MALCOLM,
Recorder.

United States of America.

Territory of Alaska,

Juneau Recording District,—ss.

I hereby certify that the forgoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 13 of Trustee's Deeds at page 254, and of the whole thereof.

Dated July 22d 1914.

[Seal]

JOHN B. MARSHALL,
District Recorder.

Plff. Exhibit No. 15, Received in evidence Jul. 17, 1914. In Cause No. 1024—A. J. W. Bell, Clerk.
By J. T. Reed, Deputy. [597]

[Plaintiff's Exhibit No. 16—Trustees' Deed—Lyons
to Waterbury et al., Dated January 5, 1899.]

No. ———.

TRUSTEES' DEED.

THOMAS R. LYONS,

TO

JOHN I. WATERBURY AND T. JEFFERSON
COOLIDGE, Jr.

THIS INDENTURE, Made this 5th day of January in the year of our Lord one thousand eight hundred and ninety-nine, by and between Thomas R. Lyons as trustee for the townsite of Juneau, in the Territory of Alaska, party of the first part, and John I. Waterbury and T. Jefferson Coolidge Jr. of the State of New York, parties of the second part, witnesseth:

Whereas said party of the first part has been appointed trustee for said townsite by the Secretary of the Interior, under the provisions of section 11 to 15 inclusive, of the act of Congress approved March 3, 1891, entitled "An act to repeal timber culture laws, and for other purposes (26 Stats., 1095), and

Whereas, pursuant to said appointment as such trustee, said party of the first part has duly qualified and entered upon the performance of his duties as such, as provided in said act and the regulations of the Secretary of the Interior, dated June, 3 1891, for his guidance, and

Whereas, on the 13th day of October A. D. 1893, said party of the first part, as such trustee, entered

the tract of land upon which the townsite of Juneau is situate, being survey No. 1, of public surveys in Alaska, under said act, executed by Geo. W. Garside, United States Deputy surveyor, under instructions from the United States Marshal, ex-officio surveyor-general of Alaska, bearing date of the 8th day of March 1892, approved by said United States Marshal, ex-officio surveyor-general, on the 21st day of October 1892, and

Whereas, said trustee has entered said land in trust for the several use and benefit of the occupants thereof, according to their respective interests, and has made survey thereof into [598] lots, blocks, squares, streets and alleys, and has assessed upon each of the lots in said townsite the sums of money contemplated by the instructions of the Secretary of the Interior, and

Whereas, said trustee finds that according to the true spirit and intent of said act that said parties of the second part are interested in said townsite and entitled to the premises thereon as hereinafter described, and

Whereas, said parties of the second part have paid the assessment upon said property amounting to the sum of Fifty-four Dollars.

Now, Therefore, said party of the first part, as such trustee, by virtue of the power vested in and conferred upon him by the terms of said act, and in consideration of said sum, the receipt of which is hereby acknowledged, by these presents does grant, convey and confirm unto the said parties of the second part and their heirs and assigns all the following

lot, piece, and parcel of land situate in the town of Juneau and Territory of Alaska, described as follows, to wit:

Lots one (1) and four (4) in Block "O" as per the official plat thereof.

To have and to hold the same, together with all *the* singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

IN WITNESS WHEREOF, said party of the first part, as such trustee, has hereunto set his hand and seal on the day and year first above written.

THOMAS R. LYONS, (Seal)
Trustee for Townsite of Juneau, Alaska Territory.

In Presence of:

ALFRED E. MALTBY.

EDWIN SHAW.

Territory of Alaska.

Be it remembered, That on this 6th day of January, A. D. 1899, before me a Notary Public, came Thomas R. Lyons [599] to me personally known to be the trustee of said townsite of Juneau, Alaska, and the identical person described in, and whose name is affixed to, the foregoing conveyance as grantor, and he acknowledges the execution of the same to be his voluntary act and deed as such trustee, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

[Seal]

ALFRED E. MALTBY,
Notary Public for Alaska.

Filed for record at the request of ——— on the 14th day of January, A. D. 189—, at ——— minutes past 1 P. M.

NORMAN E. MALCOM,
Recorder.

United States of America,
Territory of Alaska,
Juneau Recording District,—ss.

I hereby certify that the foregoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 13 of Trustee's Deeds at page 262, and of the whole thereof.

Dated July 22d, 1914.

[Seal] JOHN B. MARSHALL,
District Recorder.

Plffs. Exhibit No. 16. Received in evidence Jul. 17, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [600]

**[Plaintiff's Exhibit No. 17—Deed—Waterbury et al.
to Pacific Coast Co., Dated April 1, 1898.]**

This Indenture, made this first day of April, Eighteen Hundred and Ninety-eight, by and between John I. Waterbury, of Morristown, in the State of New Jersey, and T. Jefferson Coolridge, Jr., of the City of Boston, in the State of Massachusetts, parties of the first part, and the Pacific Coast Company, a corporation duly organized and existing under the laws of the State of New Jersey, party of the second part:—

Whereas the parties of the first part acting on behalf of *themselves* and *other* persons, members of

a reorganization committee, appointed, in *accordance* with a *Pan* and agreement for reorganization of the Oregon Improvement Company, to carry said Plan and Agreement into effect, have therefore pursuant to, and in furtherance of such plan of reorganization, and thereunder for the benefit of the party of the second part, the Company aforesaid, pursuant to such plan, acquired certain property, estate and rights in the property hereinafter described.

Now therefore, This Indenture, Witnesseth: That the parties of the first part in consideration of the premises, and of the sum of Ten Dollars (\$10.00) to each of them, in hand paid by the party of the Second part, and other valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, assigned, transferred, quitclaimed and set over and do by these presents grant, bargain, sell, alien, remise, release, and confirm, assign, transfer, quitclaim and set over unto the said party of the second part its successors and assigns forever—

All and singular, the property, estate, right, title and interest, claim and possession of the parties of the first part, in or to the following described property situate, lying and being at or near the town of Juneau in the District of Alaska, that is to say;
[601]

Parcel 1. All that piece or parcel of land, and land under the water of Gastineau Channel, together with the buildings, wharves, bridges and other superstructures thereon erected, bounded and described as follows:

Beginning at a point on the Northeasterly corner of the Fisher & Tibbets old Wharf site, about one and one-half feet Northeasterly from the Northeast corner post of said wharf, which said point of beginning is distant 170.2 feet on a course North 29 degrees 36 minutes West from a point designated as Corner number Four of the exterior boundary of Juneau Townsite, survey No. 1; thence South 26 degrees 17 minutes, East 126 feet, more or less, to a line of piles defining the Southeast boundary of wharf site, thence along said line of piles South 55 degrees 30 minutes, West 440 feet to the Southwest corner of the People's Wharf, so called, in deep water thence along the southwesterly side of said Wharf North 47 degrees, West 108 feet; thence still along the same North 28 degrees, West 100 feet, to the corner of the Engine House shed, standing upon the premises hereby conveyed, thence along the same and along the Southwesterly side of Coal Bunker building standing upon said premises, North 14 degrees, West 125 feet; thence North 76 degrees, East along the Northwesterly side of said Coal Bunkers building 24 feet to the Northeast corner thereof; thence North 14 degrees, west 352 feet, thence North 48 degrees 30 minutes, West 38 feet to a point designated as corner No. 7 of the exterior boundary of the Juneau Townsite, Survey No. 1; thence along Meander line of the Juneau townsite South 83 degrees 4 minutes, East 44 feet; thence South 14 degrees, East 368 feet to Northwest corner of a warehouse standing on the said premises; thence North 76 degrees, East 32 feet, to the Northeasterly corner

of said warehouse, thence South 14 degrees, East 80 feet to the Southeasterly corner of said warehouse; thence South 21 degrees 30 minutes, East 122 feet to [602] the Northwesterly side of the wharf standing upon said premises; thence North 51 degrees 30 minutes, East 130 feet; thence due East 9 feet; thence North 51 degrees 30 minutes, East 275 feet to the point or place of beginning. Be the said several dimensions more or less: Said course being expressed from the true meridian, allowing a magnetic variation of 30 degrees East of North; Being the same premises, as designated as Parcel 1, and colored yellow upon the annexed plan or survey thereof marked "A," and hereby made a part of, this deed and description, and the wharf known as the "People's Wharf," standing upon said premises, or some part thereof.

PARCEL II.

All that piece or parcel of land, and land under the waters of the Gastineau Channel aforesaid, together with the buildings, wharves, bridges and other superstructures and improvements thereon erected, bounded and described as follows:

Beginning at a point designated as corner No. 8 of the exterior boundary of Juneau townsite, Survey No. 1, thence North 57 degrees 4 minutes, East 30 feet, thence South 31 degrees 15 minutes, East 320 feet, thence along the Northeast side of the Lumber warehouses standing upon the premises hereby conveyed, North 67 degrees 45 minutes, East 100 feet to the Southwest side of Decker Brothers Wharf, thence along the line of division between the same

and the premises hereby conveyed, South 14 degrees, East 128 feet to the outer edge of the wharf standing upon premises hereby conveyed, known as the Juneau City Wharf thence along the same south 75 degrees 45 minutes, West 272 feet, thence still along the same North 1 degree 30 minutes, West 168 feet, thence North 75 degrees, East 33 feet, thence North 8 degrees 45 minutes, West 20 feet, thence North 29 degrees, West 172 feet, thence North 44 degrees, West 50 feet, to the Northwesterly side of block F., and the southeast side of First Street, thence along the same, North 46 degrees, East 50 feet to the Southwesterly side [603] of Main Street, or the same produced, thence along the same and the Northeast of Block F. as aforesaid, South 44 degrees East 9.4/10 feet to point or place of beginning: Be the said several dimensions more or less, and the aforesaid courses being expressed from the true meridian allowing a magnetic variation of 30 degrees East of North, and the wharf known as the "Juneau City Wharf" being situated on said parcel II, or some part thereof.

PARCEL III.

All that piece or parcel of land *and land*, and land under water of the Gastineau Channel aforesaid, together with the buildings, wharves, bridges and other superstructures thereon erected described as follows:

The center line thereof is marked by a blazed tree and notice, and a large boulder near low-water mark in line South, 25 degrees West. Said premises are bounded and described as follows: Beginning at a stake and mound of stone thence North 25 degrees,

East 600 feet, thence South 65 degrees East 600 feet, thence South 25 degrees, west 6000 feet to a stake and mound of stone at low-water mark, thence North 65 degrees, West 600 feet along the water line to the point or place of beginning; the above courses being magnetic as the needle points; the wharf known as the Murry and Carroll, or the Carroll and Murray wharf being situated upon said Parcel III, or some part thereof; including hereby to include in the above described premises, all of the premises more particularly mentioned and described in the several instruments, respectively, recorded in the office of the recorder of the Juneau Recording District, at said Juneau, Alaska, in volume "A" at page 27, and at page 144, and in volume "B" at page 244, of said records: Said Parcel II and III, being more particularly designated as parcels II and III, respectively, and colored red upon the aforesaid annexed plan or survey, marked "A," hereby made a part of this deed and description and said [604] parcels II and III being the same premises conveyed to the parties of the first part by James Carroll and D. H. Carroll, his wife, and Ed. C. Hughes, by deed dated March 13th, 1897, and recorded in the office of the aforesaid recorder April 13th, 1897, in Book 12 of Deeds, on pages 18 to 200 inclusive: And also all rights of way of the parties of the first part, their servants and licensees, for ingress and egress to, from and upon the above described premises, and every part thereof, together with all and singular, the tenements, hereditaments and appurtenances, and all rights, privileges and franchises, including

all riparian, littoral and possessory rights, incident, appertaining or appendant thereto, or usually had and enjoyed there with.

And also all and singular, the estate, right, title and interest, claim and demand, possession, use and occupation of whatsoever name or nature, which the parties of the first part now have, or to which now or hereafter they might become entitled by virtue of any present estate or right in or to the shore, and the waters, and the land under the waters, of the Gastineau Channel aforesaid, or any part thereof; including the right to enter, occupy, pre-empt, reclaim, use or improve the same, or any part thereof, or to erect, construct, extend or maintain docks, wharves, moorings, approaches, causeways, bridges, warehouses, or any other superstructures thereon.

And also all and singular, the estate, right, title, interest, claims, possession and demand of whatsoever name or nature, which the parties of the first part now have, or which they may or might hereafter acquire under and by virtue of the following deeds, that is to say: Three certain deeds to the parties of the first part: The first thereof made by Mary K. Griffin, dated May 12th 1897, and recorded in the office of said Recorder June 19th 1897 in Book 12 of Deeds, at pages 272 and 273, the second made by Frank Starr dated April 16th 1897, and recorded in the office of said recorder April 17th 1897, in Book 12 of Deeds at page 211; The [605] third made by Frank W. Griffin and Sarah E. Murry, dated March 20th, 1897, and recorded in the office of said recorder April 13th, 1897, in Book 12 of Deeds, pages

201 and 202; And also seven certain deeds, to the Peoples Wharf Company, as follows: The first; made by Charles W. Young, dated and recorded March 23d, 1897, in the office of said recorder in Book 12 of Deeds, at page 131 and 132; the second; made by F. W. Young and J. F. Maloney dated and recorded March 23d, 1897, in the office of said recorder, in Book 12 of Deeds, at pages 130 and 131.

The third; made by Emery Valentine and Katherine, his wife, dated February 20th 1897, and recorded in the office of said recorder April 16th, 1897, in Book 12 of deeds at page 209; The fourth; made by Frank Young and J. F. Maloney, dated February 20th 1897, and recorded in the office of said recorder, April 16th 1897, in Book 12 of deeds, at page 206. The fifth; made by Edward O. Decker, and Lizzie, his wife, and Jay Decker, dated February 20th 1897, and recorded in the office of said recorder April 16th 1897, in book 12 of deeds at page 208. The Sixth: made by James P. Jorgenson and Lizzie, his wife, dated February 20th 1897, and recorded in the office of said recorder, April 16th, 1897, in Book 12 of deeds, at page 207. The seventh; made by Charles W. Young, dated February 20th 1897, and recorded in the office of said recorder, April 16th 1897, in book 12 of deeds, at page 205.

To have and to hold, all and singular the above described premises and every part thereof, together with the appurtenances to the said party of the second part, its successors and assigns forever.

And the said parties of the first part hereby constitute and appoint the party of the second part their

true and lawful attorney irrevocable, for them, and in their name, place and stead, but at its own proper costs, and charges, and to *its and* benefits, to apply for, receive and hold any patent, grant, or deed, to which [606] the parties of the first part may now, or hereafter, might be entitled to receive by virtue of any estate or right, possession or improvements above granted, giving their said attorney full power to do everything whatsoever requisite and necessary to be done in the premises, as fully as they, the said parties of the first part, could do, if personally present, with full substitution and revocation, hereby ratifying and confirming, all that their said attorney, or his substitution shall lawfully do or cause to be done.

Where the contrary is not expressed, the terms “parties of the first part,” herein includes their respective heirs, executors, administrators and assigns, and the term “party of the second part” includes successors and assigns. It is expressly stipulated, that no covenant by the parties of the first part shall be implied herein.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

JOHN I. WATERBURY. (Seal)

T. JEFFERSON COOLRIDGE. (Seal)

State of New York,
County of New York,—ss.

I, Samuel F. Jarvis, Jr., do hereby certify that on this twelfth day of April, 1898, personally appeared before me T. Jefferson Coolridge, Jr., to me person-

ally known to be one of the individuals described in and who executed the within instrument, and acknowledged that he signed and *seal* the same as his free and voluntary act and deed for the purposes and uses therein mentioned.

Given under my hand and official seal this twelfth day of April, A. D. 1898.

[Seal] SAMUEL F. JARVIS, Jr.,
Notary Public New York County. [607]

State of New York,

City and County of New York,—ss.

I, Samuel F. Jarvis, Jr., do hereby certify that on this twelfth day of April, 1898, personally appeared before me, John I. Waterbury, to me personally known to be one of the individuals described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. Given under my hand and official seal this 10th day of January, A. D. 1898.

[Seal] SAMUEL F. JARVIS, Jr.

State of New York,

County of New York,—ss.

I, William Sohmer, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a court of record do hereby certify that Samuel F. Jarvis, Jr., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a notary public in and for said county, duly commissioned and sworn and author-

ized by the laws of said State to make the acknowledgments and proofs of deeds or conveyances for land, tenements or hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such notary public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 22 day of June, 1898.

[Seal]

WM. SOHMER,
Clerk.

Filed for record at 12:20 M., July 5, 1898.

NORMAN E. MALCOM,
Recorder. [608]

United States of America,
Territory of Alaska,
Juneau Recording District,—ss.

I hereby certify that the foregoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 13 of Deeds, at page 499 to 505, inc., and the plat hereto attached, is a true and correct copy of the plat attached to the above instrument, and of the whole thereof.

Dated July 22d, 1914.

[Seal]

JOHN B. MARSHALL,
District Recorder.

Plff. Exhibit No. 17, Received in evidence Jul. 17, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [609]



SURVEYED AND DRAWN BY B W & C W 1906 U.S. Dep. Sur. & E.M.'s JUNEAU Alaska

SCALE
100ft to an in. h

**[Plaintiff's Exhibit No. 18—Deed—Waterbury et al.
to Pacific Coast Co., Dated April 12, 1898.]**

This Indenture, made this twelfth day of April, in the year one thousand eight hundred and ninety-eight, by and between John I. Waterbury, of Morrison, in the State of New Jersey, and T. Jefferson Coolidge, Jr., of the City of Boston, in the State of Massachusetts, party of the first part, and the Pacific Coast Company, a corporation duly organized and existing under the laws of the State of New Jersey, party of the second part:

Whereas, the parties of the first part, acting in behalf of themselves and of other persons members of a Reorganization Committee appointed in accordance with the Plan and agreement for the reorganization of the Oregon Improvement Company to carry said Plan and agreement into effect, have heretofore acquired certain property, estate and rights in and to the premises hereinafter described pursuant to and in furtherance of such plan of Reorganization and thereunder for the use and benefit of the party of the second part, the company formed pursuant to such plan.

Now, therefore, This Indenture, Witnesseth: That said parties of the first part, in consideration of the premises and of the sum of Ten Dollars (\$10) lawful money of the United States to each of them in hand paid by said party of the second part, and other valuable consideration, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed, confirmed, as-

signed, transferred, quitclaimed and set over, and do by these presents grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer, quitclaim and set over unto said party of the second part, its successors and assigns forever all and singular the following lots, pieces and parcels of land situate in the Town of Juneau, and District of Alaska, and described as follows: [611]

Lots two (2) and Three (3) In Block O.

Lots One (1) and Three (3) and Four (4) in Block P.

Lots One (1) Three (3) and Four (4) in Block Q.

Lots One (1) Two (2) Three (3) and Four (4) in Block R.

Lots One (1) Two (2) Three (3) and Four (4) in Block S.

Lots One (1) Two (2) Three (3) and Fourt (4) in Block T.

Lots One (1) Two (2) Three (3) and Four (4) in Block O.

Lots One (1) Two (2) Three (3) and Four (4) in Block P.

Lots One (1) Two (2) Three (3) and Four (4) in Block Q.

Lots One (1) Two (2) Three (3) and Four (4) in Block R.

Lots One (1) Two (2) Three (3) and Four (4) in Block S.

Lots One (1) Two (2) Three (3) and Four (4) in Block T.

Which said property above described including Lots One (1) and Four (4) in Block O and lots two

(2) in Block P and Lot Two (2) in Block Q, has for its exterior boundaries and is more plainly described as follows, to wit:—

The center line is marked by a blazed tree and notice and large boulder near low water in line S. 25 W. Magnetic courses and distances are as follows:

Commencing at a stake and mound of stone, First, N. 25 E. 600 feet; thence, Second, S. 65 E. 600 feet; thence Third, S. 25, W. 600 feet to a stake and mound of stone at low water mark, and thence, Fourth, N. 65 W. 600 feet along the water line to the place of beginning, which said described property was located March 6th, 1881, by M. W. Murry, and is better known as the Carroll and Murray Wharf property as described in Book “A,” Juneau Records, page 144.

Being the same premises heretofore conveyed to the parties of the first part by Thomas R. Lyons, as Trustee of the Town Site of Juneau, by deed bearing date the 21st day of March, A. D. 1898, and recorded in the Juneau Recording District of Alaska, in the office of the District Recorder, on the 22nd day of March, 1898, in Book 13 of Deeds (Trustees) at page 114. [612]

To have and to hold the above-described premises and every part thereof, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said party of the second part, its successors and assigns forever.

Provided, and it is hereby expressly agreed by and between the parties hereto, that no covenants by

the parties of the first part, or either of them, shall be implied herein, anything hereinbefore contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

JOHN I. WATERBURY. (Seal)

T. JEFFERSON COOLIDGE, Jr. (Seal)

Signed, Sealed and Delivered in the presence of:

SAMUEL F. JARVIS, Jr.

State of New York,

County of New York,—ss.

Be it remembered that on this twelfth day of April, A. D. 1898, before me, a Notary Public for the State of New York, in and for the county aforesaid, duly commissioned and sworn, personally appeared John I. Waterbury and T. Jefferson Coolidge, Jr., to me personally known to be the identical persons described in and whose names are affixed to the foregoing conveyance as grantors, and they severally acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes therein mentioned.

[Seal]

SAMUEL F. JARVIS, Jr.,

Notary Public, New York.

State of New York,

County of New York,—ss.

I, William Sohmer, Clerk of the County of New York, and also clerk of the Supreme Court for the said county, the same being a court of record, do hereby certify that Samuel Jarvis, [613] Jr., whose named is subscribed to the certificate of proof

or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a notary public in and for said county, duly commissioned and sworn and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances for land, tenements and hereditaments in said State of New York. And further that I am well acquainted with the handwriting of such notary public and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and county, the 22 day of June, 1898.

[Seal]

WM. SOHMER,

Clerk.

Filed for record at 12:20 M., July 5, 1898.

NORMAN E. MALCOM,

Recorder.

Territory of Alaska,

Division No. 1,—ss.

I do hereby certify that the foregoing is a true and correct copy of the original records as taken from Book 13 of Deeds on page 505 and the whole thereof.

Dated at Juneau, Alaska, March 6th, 1915.

[Seal]

JOHN B. MARSHALL,

U. S. Commissioner and Ex-Officio District Recorder.

Plffs. Exhibit No. 18. Received in Evidence Jul. 17, 1914. In Cause No. 1024-A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [614]

SECOND

SEWARD ST.

FRONT

FRANKLIN ST.

FIRST

GOLD

STREET

STREET

FRANK

UNION IRON WORKS

BOTTLING WORKS

This area all on piling and occupied by buildings.

High Tide

Approach Peoples Wharf

Burned Warehouse

Valentine
Boyle
Caravan
G

Miscel. Buildings.
Louvre Saloon
Peterson
Jorgenson
Nevada Saloon
C. W. Young Store
Saloon

Steam Laundry
Res.
Store

Decker
Rooming House
Rooming House
Bedroom
2nd Hand Store
Solid Store
Room

Res.
Res.
Res.

Grindiron

FRONT

Valentine
Boyle
Caravan
G

Saloon
C. W. Young Store
Nevada Saloon
Jorgenson
Peterson
Louvre Saloon
Miscel. Buildings.

Miscel. Buildings.
Louvre Saloon
Peterson
Jorgenson
Nevada Saloon
C. W. Young Store
Saloon

Steam Laundry
Res.
Store

Decker
Rooming House
Rooming House
Bedroom
2nd Hand Store
Solid Store
Room

Res.
Res.
Res.

Grindiron

Burned Warehouse

BOTTLING WORKS

UNION IRON WORKS

FRANK

STREET

FRANKLIN ST.

FIRST

GOLD

STREET

SECOND

SEWARD ST.

FRONT



Description of Land & Murry Wharfage
 From Trustees of a Mar 21st 1898
 Thos. R. Lyons, Trustee to Waterbury & Co.
 Commanding of a lake and mound of stone
 First N. 27° E. line, Range Second 3 1/2 E. 6 mi.
 Thence third 3 1/2 W. 6 mi. to a creek and mound
 of stone low water mark, thence south
 N. 27° E. 6 mi. along water in a straight line
 of beginning. Located Mar 28 1891 by Wm.
 Corlies Magne ro. Mud Creek
Seattle, Wash. State

Note: Carrol and Murry Wharf, as
 was replatted along the lines shown
 on this map Feb. 28 1913 and is
 now known as The Pacific



REYNOLD ST

MAIN ST

DIXON ST

Exhibit 17
Received in evidence
JUL 17 1914
In Case No. 1000
P. 1734 (C. 7. 14)
13-2-14

Section on City Wharf Property
The map shows the location of the City Wharf property, which is situated between the City Wharf and the Peoples Wharf. The property is bounded by the City Wharf to the north, the Peoples Wharf to the south, and the City Wharf to the east. The property is divided into several lots, and the map shows the location of the City Wharf property in relation to the other wharves and buildings in the area.

2. TITIA STEAMSHIP COS
DOCK
Deer and buildings burned but
wharf still standing.

all soundings shown are dep water at low tide

~~STINEAU~~

C H A N N E L

No 10.24 - C.A.
Plff Exhibit No. 20.
July 17, 1914

Pell's Exhibit No. 20
 Received in evidence

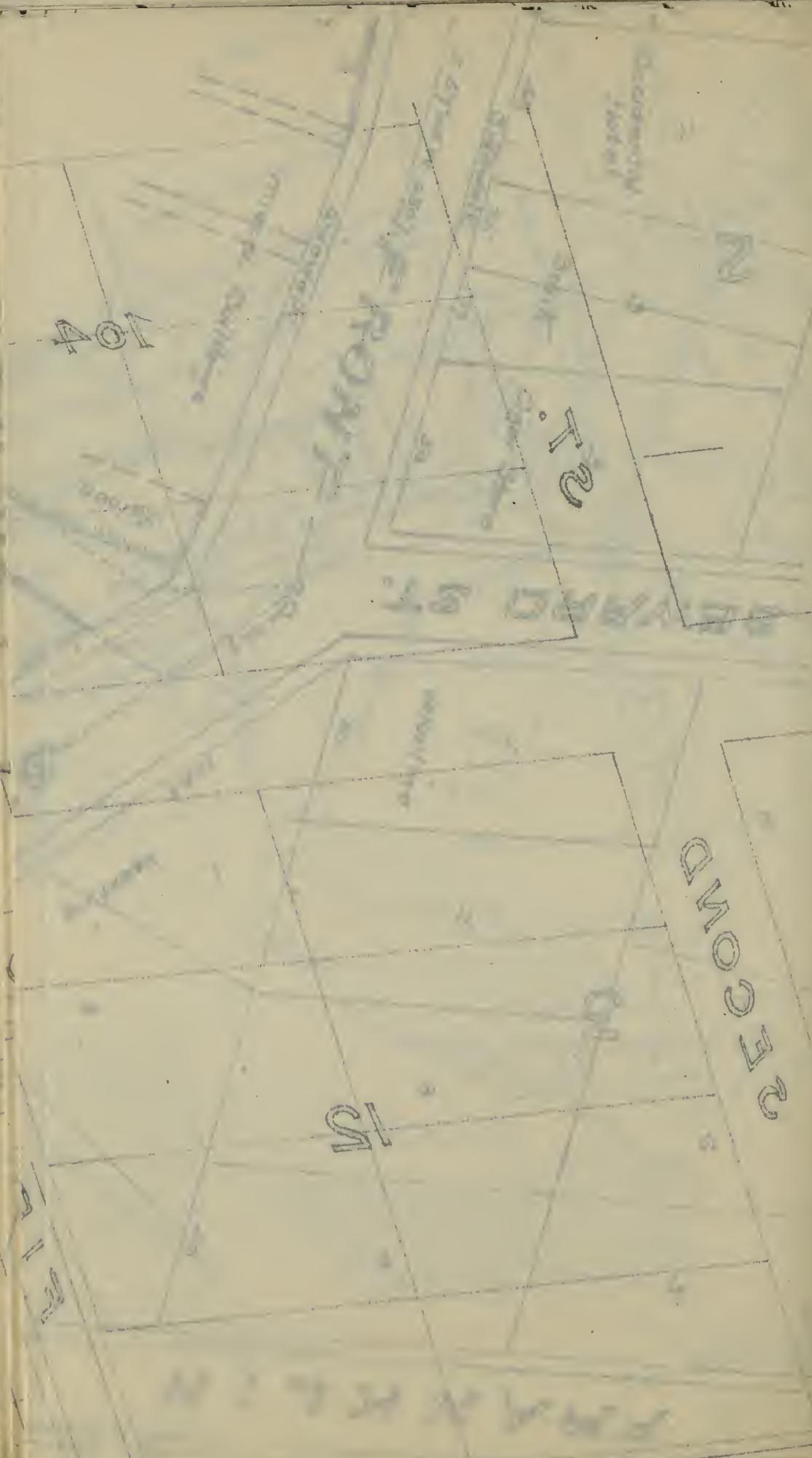
description Peoples Wharf Property
 West Port
 1. From the corner of the intersection of the
 2. Wharf site about 11 feet north to the start from the N.E. Cor-
 3. ner of the wharf property
 4. of Juncos Tunnel to the N. E. corner 323.66', 170.1'
 5. Hence 323.17' & 165.6' more or less to line of piles defining
 6. the boundary of the wharf site; Hence along said
 7. line of piles 323.17' W. 88.2° E. to 3rd Cor. Poplar Wharf
 8. in deep wharf; Hence along the 3.W. side of said wharf
 9. 100.00' to 2nd Cor. Poplar Wharf
 10. Along the 3.W. side of said wharf 3rd and 4th defining
 11. the wharf property
 12. W. end Bulkhead to 2nd N.E. Cor Bulkhead, 114.16' W. 31.6° N.
 13. Hence 114.16' W. 31.6° N. to 3rd Bulkhead, 114.16' W. 31.6° N.
 14. Hence 324.2' N.W. Cor. Wharf property
 15. 114.2' to 3rd Cor. Bulkhead, 114.2' N.W. 31.6° N.W. side wharf; Then
 16. 114.2' N.W. 31.6° N. to East 99.7', Then N.E. 32.6' 37.6' to place of
 17. beginning
 18. Auditors Data No. 87.

JUL 17 1914
In Charge of 1024 - A
J. B. Bell Clerk.
By: J. B. Bell Deputy.

EXPLANATION:

Buildings definitely located shown thus:	
Buildings approximately located	
Company property at date this survey	
Company property when sold shown	
Buildings etc. owned by Company	
Buildings etc. on G.O. ground under lease	
Waters edge at Dock etc	
Less boundaries shown thus:	

THE PACIFIC COAST COMPANY
MAP OF A PORTION OF
JUNEAU, ALASKA
SHOWING COMPANY PROPERTY
SCALE: One Inch = 50 Ft



**[Plaintiff's Exhibit No. 21 — Articles of
Incorporation of Pacific Coast Co.]**

UNITED STATES OF AMERICA.

STATE OF WASHINGTON.

**OFFICE OF THE
SECRETARY OF STATE.**

I, WILL D. JENKINS, Secretary of State of the State of Washington, do hereby certify that I have carefully compared the annexed copy of the **ARTICLES OF INCORPORATION OF THE PACIFIC COAST COMPANY** with the original as filed for record and recorded in this office on the 13th day of January, A. D. 1898, at page 497, book 3, Foreign Corporations, and find the same to be a true and perfect copy thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the State of Washington.

Done at Olympia, this 18th day of November, in the year of our Lord One Thousand Eight Hundred and Ninety-eight.

WILL D. JENKINS,
Secretary of State.

(The Seal of the State of Washington.) [616]

The undersigned, citizens of the United States, for the purpose of associating ourselves into a corporation to carry on the business hereinafter described under and pursuant to the provisions of an Act of the Legislature of the State of New Jersey, entitled, "An Act Concerning Corporations, Revision of 1896," approved April 21, 1896, and the other acts

amendatory thereof and supplemental thereto, make this certificate whereby we certify as follows, to wit:

I. The name assumed to designate the corporation and to be used in its business dealings is "The Pacific Coast Company."

II. The place in this state where the principal office of the corporation is to be situated is Jersey City, in the County of Hudson, and the places in this state where the business of the corporation is to be conducted are said Jersey City and such other place or places as the Board of Directors of the corporation may from time to time determine.

III. The objects for which the corporation is formed are as follows, to wit: mining and selling coal, iron and other minerals; producing, manufacturing and selling lumber; building or acquiring, maintaining and operating railways, tramways and roadways in the States of Washington, Oregon and California, and the Territory of Alaska and the territory adjacent thereto; building or acquiring, maintaining and operating steamships, steamboats and other water craft between Guaymas, Las Paz, Mazatlan, Ensenada, San Diego, San Francisco, Portland, Seattle, Victoria, Juneau, Dyea, Sitka and other ports in Mexico, California, Oregon, Washington, British Columbia, Alaska and the territory adjacent thereto, upon the Gulf of California, the Pacific and North Pacific Oceans, Behring Sea, the Columbia, Willamette and Snake Rivers, Puget Sound, and the Gulf or Straits of Georgia, and the other rivers, lakes, bays, straits, gulfs and sounds in or contiguous to the said states, countries [617]

and territories, or any thereof.

The corporation may carry on its business, or such part thereof as the Board of Directors may determine, through or by means of other corporations, whose stock, or stocks and bonds, it shall acquire and hold.

The corporation may purchase or acquire, and if acquired, hold, mortgage, pledge, sell and convey the property, rights, and franchises formerly of the Oregon Improvement Company, and which were sold November 6th, 1897, pursuant to decrees of the Circuit Court of the United States, for the District of Washington, Northern Division, the District of Oregon, and the Northern District of California, foreclosing the lien of two mortgages made by the said Improvement Company to the Farmers' Loan & Trust Company, as Trustee, to wit: its first mortgage dated May 1st, 1880, and its second or consolidated Mortgage dated November 1st, 1889, and also such other property real, personal or mixel, in or out of this state, as the Board of Directors may from time to time determine to be necessary for its business, and in payment for such property, rights and franchises, the Board of Directors may issue or cause to be issued the bonds of the corporation, secured by mortgage, and its stock, First Preferred, Second Preferred and Common.

Except with the consent of at least three-fourths of the first preferred stock represented and voted at a meeting called to consider the subject, the corporation shall not make any general mortgage, upon its property other than a mortgage or deed of trust to

secure its fifty-year gold bonds or bonds maturing June 1st, 1946, for the principal sum in the aggregate of five million dollars (\$5,000,000.) namely, five thousand (5,000) bonds for the principal sum of one thousand dollars (\$1,000.) each, bearing interest at the rate of five per cent per annum, payable semi-annually on the first days of June and December in [618] each year, which bonds may be issued in partial or complete payment for property, rights and franchises purchased by the corporation.

Until the number thereof be increased or diminished in the manner provided by law, there shall be nine Directors of the corporation, of whom one shall be an actual resident of the State of New Jersey, and all shall be shareholders.

The directors of the corporation after the first Board shall be classified in respect to the time for which they shall severally hold office as follows, to wit: at the first annual meeting of the stockholders for the election of directors held pursuant to the by-laws of the corporation, one-third of the directors shall be elected for a term of one year, one-third for a term of two years and one-third for a term of three years, and thereafter, at each successive annual meeting, directors shall be elected for a term of three years in place of those whose term shall have expired.

The Board of Directors may hold meetings and may keep the books of the corporation, except the stock and transfer books, without this state.

The Directors shall have power to make and alter the by-laws.

IV. The total amount of the capital stock of the corporation is to be twelve million, five hundred and twenty-five thousand dollars (\$12,525,000.) divided into one hundred and twenty-five thousand two hundred and fifty (125,250) shares of the par value of one hundred dollars (\$100.) each.

The amount with which it will commence business is to be one thousand dollars (\$1,000.) divided into ten (10) shares of the par value of one hundred dollars (\$100.) each.

The said capital stock of the corporation, to wit: twelve million, five hundred and twenty-five thousand dollars (\$12,525,000.) is to consist of one million five hundred and twenty-five [619] thousand dollars (\$1,525,000.) of First Preferred Stock, divided into fifteen thousand two hundred and fifty (15,250) shares of the par value of one hundred dollars (\$100.) each, four million dollars (\$4,000,000.) of Second Preferred stock, divided into forty thousand (40,000) shares of the par value of one hundred dollars (\$100.) each, and seven million dollars (\$7,000,000.) of Common Stock, divided into seventy thousand (70,000) shares of the par value of one hundred dollars (\$100.) each.

The first preferred stock shall have a first preference as to dividends to the amount of five per cent per annum, which shall not be cumulative; that is to say, the First Preferred stock in any year shall be paid five per cent in dividends before any dividend is paid upon the Second Preferred stock or the Common Stock. The First Preferred stock shall be entitled to no other or further dividend or preference.

The Second Preferred stock shall have a second preference as to dividends to the amount of four per cent per annum, which shall not be cumulative; that is to say, the Second Preferred stock in any year shall be paid four per cent in dividends before any dividend shall be paid upon the Common Stock, but shall be entitled to no other or further preference.

After the payment of five per cent upon the first preferred stock, and four per cent upon the second Preferred Stock in any year, the Common Stock shall next be entitled to four per cent in dividends; and if in any year dividends in excess of five per cent upon the First Preferred stock, four per cent upon the Second Preferred stock and four per cent upon the Common Stock to be paid, both the two classes stock last named, to wit: the Second Preferred and the Common stock, shall share ratably in such excess, each share of stock receiving the same part thereof as any other share, whether the same be Second Preferred [620] or Common stock.

The dividends upon the First Preferred and Second Preferred stock shall be paid quarterly, half-yearly or yearly, as the Board of Directors shall from time to time determine.

V. The names and residences of the incorporators and the number of shares subscribed for by each are as follows, to wit:

Name.	Residence.	No. Shares.
Hamilton H. Durand,	New York City, N. Y.	Five.
John J. Treacy,	Jersey City, N. J.	Three.
Frederick Dwight,	Brooklyn, N. Y.	Two.

VII. The date on which the existence of the cor-

poration is to begin to be the date of the filing of this certificate as required by law, and the period limited for its continuance is one hundred years from said date.

IN WITNESS WHEREOF, at Jersey City, in the County of Hudson, in the State of New Jersey, we have hereunto set our hands and seals the twenty-seventh day of November, in the year one thousand eight hundred and ninety-seven.

HAMILTON H. DURAND. (Seal)

JOHN J. TREACY. (Seal)

FREDERICK DWIGHT. (Seal)

State of New York,

City and County of New York,—ss.

BE IT REMEMBERED, that on this twenty-seventh day of November, in the year one thousand eight hundred and ninety-seven, before me Samuel F. Jarvis, Jr., a Notary Public of the State of New York, in and for the City and County of New York, personally appeared Hamilton H. Durand, John J. Treacy and Frederick Dwight, who I am satisfied are the persons named in and who executed the foregoing certificate, and, I, having first made known to them the contents thereof, they did thereupon severally acknowledge that they signed, sealed and delivered the same as their [621] voluntary act and deed.

[Seal]

SAMUEL F. JARVIS, Jr.,
Notary Public, New York County.

[Endorsed]: "Received in the Hudson Co., N. J. Clerk's Office, Nov. 29th, A. D. 1897, and recorded in Clerk's Record No. — on Page —.

JOHN G. FISHER,

Clerk."

"Filed Nov. 29, 1897. George Wurts, Secretary of State."

State of New York,

City and County of New York.

I, Henry D. Purroy, Clerk of the City and County of New York, and also being Clerk of the Supreme Court for the said city and county, the same being a Court of Record, do hereby certify, that Samuel F. Jarvis, Jr., whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such proof and acknowledgment, a notary public in and for said county, duly commissioned and sworn, and authorized by the laws of said state to take the acknowledgments and proofs of deeds or conveyances for land, tenements or hereditaments in said state of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 29 day of Nov., 1897.

[Seal]

HENRY D. PURROY.

Clerk.

STATE OF NEW JERSEY,
DEPARTMENT OF STATE.

I, George Wurts, Secretary of State of the State of New Jersey, do hereby certify that the foregoing is a true copy of [622] the Certificate of Incorporation of "The Pacific Coast Company," and the endorsements thereon, as the same is taken from and compared with the original filed in my office on the Twenty-ninth day of November, A. D. 1897, and now remaining on file therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at Trenton, this twenty-first day of December, A. D. 1897.

[Great Seal, New Jersey] GEORGE WURTS,
Secretary of State.

[Endorsed]: Certified Copy of the Articles of Incorporation of Pacific Coast Company. State of Washington, Department of State, Olympia. Will D. Jenkins, Secretary of State.

Plffs. Exhibit No. 21. Received in evidence Jul. 18, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [623]

[Plaintiff's Exhibit No. 22—Lease—Pacific Coast Co. to Davidson, Dated July, 1, 1905.]

Plffs. Exhibit No. 4. Received in evidence Aug. 19, 1913. In Cause No. 1024—A. E. W. Pettit, Clerk. By H. Malone, Deputy.

Plffs. Exhibit No. 22. Received in evidence Jul. 18, 1894. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy.

THIS INDENTURE, made this first day of July, in the year of our Lord one thousand nine hundred and five, by and between the Pacific Coast Company, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and Chas. E. Davidson as received of the Partnership Estate of E. O. Sylvester and Thomas A. Willson, both deceased, party of the second part, WITNESSETH: That,

WHEREAS, under the permission and license of the party of the first part, the party of the second part has erected a platform and pilings upon tidelands in front of lots one and two, in block T of the townsite of Juneau, Alaska; and,

WHEREAS, the said party of the first part is the owner of the upland upon which said tidelands abutt and is entitled to the littoral rights thereto;

NOW, THEREFORE, the party of the first part, for and in consideration of the sum of one dollar in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, and the covenants hereinafter expressed, hereby leases to said Chas. E. Davidson as receiver of the partnership estate of E. O. Sylvester and Thomas A. Willson, deceased, the ground now occupied by that certain piling and platform in front of the lots hereinbefore described for the term of six (6) months from the date hereof.

And the said party of the second part further agrees [624] that the structures placed upon the ground of the party of the first part hereunder shall become the property of the party of the first part and

shall remain upon the lands above described.

And the said party of the second part further agrees that at the expiration of the time above granted he will quietly and peaceably yield up possession of the said tide lands and said structures, and any structures thereon, unto the said party of the first part.

And the party of the second part, for himself, his successors and assigns, does hereby covenant and agree with the party of the first part, its successors and assigns, that he, the party of the second part, will not assign this lease or sub-let or under-let property covered by this lease, or any portion thereof, without the written consent of the party of the first part having been thereto first obtained.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be signed, sealed and delivered, the day and year first above written.

THE PACIFIC COAST CO.

(Seal of Pacific Coast Company.)

J. C. FORD, (Seal)

Vice-Pres. & Genl. Mgr.

J. W. SMITH, (Seal)

Actg. Asst. Secy.

C. E. DAVIDSON, (Seal)

Receiver for Willson & Sylvester Estate.

In the presence of:

A. W. FOX.

JNO. R. WINN.

United States of America,
District of Alaska,—ss.

This is to certify, that on this 27 day of July, 1905, before me, the undersigned, a Notary Public in and for the District of Alaska, duly commissioned and sworn, personally came Chas. E. Davidson, receiver of the partnership estate of E. O. Sylvester [625] and Thomas A. Willson, both deceased, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed and as the free and voluntary act and deed of himself as receiver of said partnership estate, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

[Notarial Seal]

JNO. R. WINN,

Notary Public for the District of Alaska.

Plffs. Exhibit No. 22. Received in evidence Jul. 18, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [626]

Plaintiff's Exhibit No. 23.



[Endorsed]: Plff.'s Exhibit No. 23. Received in Evidence. Jul. 20, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [627]

**[Plaintiff's Exhibit No. 24—Contract for Deed,
Pacific Coast Co. and Messerschmidt, Dated
August 13, 1913.]**

CONTRACT FOR DEED.

THIS AGREEMENT, made and entered into this 13th day of August, A. D. 1913, by and between THE PACIFIC COAST COMPANY, a New Jersey corporation, party of the first part, and GUSTAVA MESSERSCHMIDT, party of the second part;

WITNESSETH: That if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on his part to be made and performed, the said party of the first part hereby covenants and agrees to convey to the said party of the second part by a good and sufficient quit-claim deed containing the reservations and exceptions hereinafter set forth, the lot, piece or parcel of ground situate in the town of Juneau, District of Alaska, known and described as Lot Fourteen (14), Block One (1), Pacific Coast Addition to Juneau, Alaska, excepting and reserving from the operation of this deed all littoral and riparian rights; and excepting and reserving all rights which have been or shall at any time hereafter be granted or permitted by any public authority, to purchase or occupy the tide or other lands and waters in front, abutting upon or adjacent to the above described premises.

And the vendee covenants that all rights and privileges to purchase, acquire or occupy tide lands or waters in front of, abutting upon or adjacent to, said described premises, now or hereafter granted by any

public authority shall pass and inure to the benefit of the vendor, its successors and assigns, without further conveyance; and this covenant shall run with the land above conveyed and be binding upon all subsequent owners and occupants thereof.

And the said party of the second part hereby covenants and agrees to pay the said party of the first part the sum of [628] THREE THOUSAND (\$3,000.00) DOLLARS, payable at the office of PACIFIC COAST STEAMSHIP CO., Juneau, Alaska, in the manner following:

The sum of \$1500.00 at or before the execution of this contract;

The sum of \$1500.00, as per agreement of even date.

And in case of the failure of said party of the second part to make either of the payments or interest thereon or any part thereof, or perform any of the covenants on his part hereby made and entered into, then the whole of said payments and interests shall at the election of said first party become immediately due and payable, and this contract shall at the option of the party of the first part be forfeited and determined, by giving to said second *part* ten (10) days' notice in writing of the intention of said first *part* to cancel and determine this contract, setting forth in said notice the amount due upon said contract. Such notice may be served by depositing same by registered letter in the United States Post Office at Juneau, Alaska, and addressed to the second party at the address given below. Notice to commence to run from date of such deposit.

It is mutually agreed and understood by and be-

tween the parties to this contract that ten (10) days is a reasonable and sufficient notice to be so given to said second party, in case of failure to perform any of the covenants on his part hereby made and entered into, and shall be sufficient to cancel all obligations hereunto on the part of the said first party, and fully reinvest it with all right, title and interest hereby agreed to be conveyed, and the party of the second part shall forfeit all payments made by him on this contract, and his right, title and interest in all buildings, fences or other improvements whatsoever, and such payments and improvements shall be retained by the said party of the first part in full satisfaction and in [629] liquidation of all damages by it sustained, and it shall have the right to re-enter and take possession of the premises aforesaid.

IT IS MUTUALLY AGREED, by and between the parties hereto that the time of payment shall be an essential part of this contract; and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, both parties have hereunto set their hands and seals the day and year hereinbefore written.

THE PACIFIC COAST COMPANY. (Seal)

By S. H. EWING,

Its Attorney in Fact.

GUSTAVOUS MESSERSCHMIDT. (Seal)

Signed, sealed and delivered in the presence of

WILLIAM S. BAYLESS.

S. HELLENTHAL.

United States of America,
District of Alaska,—ss.

THIS IS TO CERTIFY that on this 28th day of August, 1913, before me, the undersigned, a Notary Public in and for the District of Alaska, personally appeared S. H. Ewing, personally known to me to be the same person whose name is subscribed to the within instrument as the attorney in fact of the Pacific Coast Company, a New Jersey corporation; and the said S. H. Ewing acknowledged to me that he subscribed the name of the said The Pacific Coast Company thereto as principal, and his own name as attorney in fact freely and voluntarily as the free and voluntary act of the said The Pacific Coast Company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in this certificate, the day and year first above written.

W. S. BAYLESS,

Notary Public for Alaska.

My commission expires Dec. 10, 1913. [630]

I hereby certify that the foregoing is a true and correct and exact copy of the original instrument.

W. S. BAYLESS,

Of Attorneys for Plaintiff.

Plffs. Exhibit No. 24. Received in evidence Jul. 21, 1914. In Cause No. 1024—A. J. W. Bell, Clerk.
By ———, Deputy. [631]



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[Plaintiff's Exhibit No. 26—Contract for Deed—
Pacific Coast Co. and Gemmett, Dated August 9,
1913.]

CONTRACT FOR DEED.

THIS AGREEMENT made and entered into this 9th day of August, 1913, between PACIFIC COAST COMPANY, a New Jersey corporation, the party of the first part, and P. L. GEMMETT, the party of the second part;

WITNESSETH: That the party of the second part shall make the payments and perform the covenants hereinafter mentioned upon his part to be made and performed and the party of the first part hereby covenants and agrees to convey to the party of the second part clear of all incumbrances whatever as of the date of this contract, by good and sufficient deed of bargain and sale containing the reservations hereinafter set forth the lot, piece or parcel of ground situate in the town of Juneau, District of Alaska, known and described as Lot 2, in Block 3, Pacific Coast Addition to Juneau, Alaska, (it being understood, however, that certain portions of the property above described are now in the use and possession of others who claim the right of possession as against the party of the first part, which right the party of the first part denies), excepting and reserving from the operation of this contract all littoral and riparian rights and excepting and reserving all rights which have been or shall at any time hereafter be granted or permitted by any public authority to purchase or occupy the tide or other lands and waters in front of or abutting upon or ad-

jacent to the above described premises.

And the vendee covenants that all rights and privileges to purchase, acquire or occupy tide lands or waters in front of, abutting or adjacent to said described premises, now or hereafter granted by any public authority shall pass and inure to the benefit of the vendor, its successors and assigns *assigns*, without further conveyance; and this covenant shall run with the land above conveyed and be binding upon all subsequent [633] owners and occupants thereof.

And the said second party hereby covenants and agrees to pay to the first party the sum of three thousand dollars (\$3,000), payable at the office of the Pacific Coast Steamship Company, Juneau, Alaska, in the following manner:

The sum of seven hundred and fifty dollars (\$750) at or prior to the execution of this contract, receipt whereof is hereby acknowledged;

The sum of seven hundred and fifty dollars (\$750) on or before one year from the date that the party of the first part shall notify the party of the second part that he may enter into the sole and exclusive possession of the property herein described, such notice to be in writing and addressed to the party of the second part at the postoffice at Juneau, Alaska;

The sum of seven hundred and fifty dollars (\$750) within two (2) years from the date last mentioned;

The further sum of seven hundred and fifty dollars (\$750) within three (3) years from the date last mentioned; with interest at the rate of eight per cent. per annum, payable annually on the whole sum re-

maining from time to time unpaid, provided, however, that no interest shall be charged upon deferred payments until after the party of the second part is notified by the party of the first part that it is ready to deliver sole and exclusive possession of the property herein described; and the party of the second part agrees to pay all taxes and assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1913.

And in case of the failure of the said party of the second part to make any of the payments, or any part thereof, or to perform any of the covenants on his part hereby made and entered into, then the whole of said payments and interest shall [634] at the election of the party of the first part immediately become due and payable and this contract shall, at the option of the party of the first part, be forfeited and determined by giving to the party of the second part upon due notice in writing of the intention of the said party of the first part to cancel and determine this contract setting forth in said notice the amount due under said contract. Such notice may be served by depositing the same by registered letter in the United States postoffice at Juneau, Alaska, addressed to the said party of the second part, notice to commence to run from the date of such deposit.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties to this contract that ten (10) days is reasonable and sufficient notice to be so given to such second party, in case of failure to perform any of the covenants hereby entered into, and shall be sufficient to cancel all obligations here-

unto on the part of said first party, and fully re-invest it with all right, title and interest hereby agreed to be conveyed, and the party of the second part shall forfeit all payments made by him on this contract, and his right, title and interest in all buildings, fences or other improvements whatsoever, and such payments and improvements shall be retained by said party of the first part in full satisfaction and in liquidation of all damages by it sustained, and it shall have the right to re-enter and take possession of the premises aforesaid.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IT IS UNDERSTOOD AND AGREED that the property covered [635] by this contract of purchase is in part claimed by other parties who now claim the right to the possession of a portion of the property herein described and the party of the first part undertakes to prosecute such actions as may be necessary and proper to eject such parties from the possession of said property. If, however, the party of the first part is unable prior to the 1st of August, 1914, to remove said third persons from the possession of said property, or any part thereof, the party of the second part may, at his option notify the party of the first part in writing of his intention to abrogate this contract and thereupon it shall become the duty of the party of the first part to return to the

party of the second part any and all payments made by him hereunder, whereupon this contract shall cease and be of no further effect.

IT IS FURTHER AGREED that the party of the first part shall on or before the 1st of August, 1914, have the option, in case it is unable to clear the property of the said third parties claiming possession thereof, of returning the purchase price, or any portion thereof, paid hereunder to the party of the second part, whereupon this contract shall cease and be null and void and any deed made or escrowed hereunder shall be returned to the party of the first part.

IN TESTIMONY WHEREOF both parties hereto have hereunto set their hands and seals the day and year first above written.

PACIFIC COAST COMPANY.

By S. H. EWING,

Its Attorney in Fact.

P. L. GEMMETT. (Seal)

Witnesses:

LEWIS P. SHACKLEFORD.

WILLIAM S. BAYLESS. [636]

United States of America,
District of Alaska,—ss.

THIS IS TO CERTIFY that on this 14th day of August, 1913, before me, the undersigned, a Notary Public in and for the District of Alaska, personally appeared S. H. Ewing, personally known to me to be the same person whose name is subscribed to the within instrument as the attorney in fact of The Pacific Coast Company, a New Jersey Corporation;

and the said S. H. Ewing acknowledged to me that he subscribed the name of the said The Pacific Coast Company thereto as principal, and his own name as attorney in fact freely and voluntarily as the free and voluntary act of the said The Pacific Coast Company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in this certificate, the day and year first above written.

[Notarial Seal]

W. S. BAYLESS,
Notary Public for Alaska.

My commission expires Dec. 10, 1913.

[Endorsed]: Contract for Deed Between Pacific Coast Company and P. L. Gemmett. Lot 2, Block 3. Shackleford & Bayless, Juneau, Alaska. Plffs. Exhibit No. 26. Received in evidence Jul. 22, 1914. In Cause No. 1024—A. J. W. Bell, Clerk. By J. T. Reed, Deputy.

I hereby certify that the foregoing is a true and correct and exact copy of the original instrument.

W. S. BAYLESS.

OK.—R. E. ROBERTSON. [637]

[Plaintiff's Exhibit No. 27—Contract for Deed—
Pacific Coast Co. and Gemmett, Dated May 19,
1913.]

CONTRACT FOR DEED.

THIS AGREEMENT made and entered into this 19th day of May, 1913, between PACIFIC COAST COMPANY, a New Jersey corporation, the party of the first part, and P. L. GEMMETT, the party of the second part;

WITNESSETH; That the party of the second part shall make the payments and perform the covenants hereinafter mentioned upon his part to be made and performed and the party of the first part hereby covenants and agrees to convey to the party of the second part clear of all incumbrances whatever as of the date of this contract, by good and sufficient deed of bargain and sale containing the reservations hereinafter set forth the lots, pieces or parcels of ground situate in the town of Juneau, District of Alaska, known and described as Lots 3 and 4, in Block 3, Pacific Coast Addition to Juneau, Alaska, (it being understood, however, that certain portions of the property above described are now in the use and possession of others who claim the right of possession as against the party of the first part, which right the party of the first part denies), excepting and reserving from the operation of this contract all littoral and riparian rights and excepting and reserving all rights which have been or shall at any time hereafter be granted or permitted by any public authority to purchase or occupy the tide or other lands and waters in front of or abutting upon or adjacent to the above described premises.

And the vendee covenants that all rights and privileges to purchase, acquire or occupy tide lands or waters in front of, abutting or adjacent to said described premises, now or hereafter granted by any public authority shall pass and inure to the benefit of the vendor, its successors and [638] assigns, without further conveyance; and this covenant shall run with the land above conveyed and be binding

upon all subsequent owners and occupants thereof.

And the said second party hereby covenants and agrees to pay to the first party the sum of six thousand dollars (\$6,000), payable at the office of the Pacific Coast Steamship Company, Juneau, Alaska, in the following manner:

The sum of fifteen hundred dollars (\$1500) at or prior to the execution of this contract, receipt whereof is hereby acknowledged;

The sum of fifteen hundred dollars on or before one year from the date that the party of the first part shall notify the party of the second part that he may enter into the sole and exclusive possession of the property herein described, such notice to be in writing and addressed to the party of the second part at the postoffice at Juneau, Alaska;

The sum of fifteen hundred dollars (\$1500) within two (2) years from the date last mentioned.

The further sum of fifteen hundred dollars (\$1500) within three (3) years from the date last mentioned; with interest at the rate of eight per cent per annum, payable annually on the whole sum remaining from time to time unpaid, provided, however, that no interest shall be charged upon deferred payments until after the party of the second part is notified by the party of the first part that it is ready to deliver sole and exclusive possession of the property herein described; and the party of the second part agrees to pay all taxes and assessments or impositions that may be legally levied or imposed upon said land subsequent to the year 1913.

And in case of the failure of the said party of the

second part to make any of the payments, or any part thereof, [639] or to perform any of the covenants on his part hereby made and entered into, then the whole of said payments and interest shall at the election of the party of the first part immediately become due and payable and this contract shall, at the option of the party of the first part, be forfeited and determined by giving to the party of the second part upon due notice in writing of the intention of the said party of the said first part to cancel and determine this contract setting forth in said notice the amount due under said contract. Such notice may be served by depositing the same by registered letter in the United States postoffice at Juneau, Alaska, addressed to the said party of the second part, notice to commence to run from the date of such deposit.

IT IS MUTUALLY UNDERSTOOD AND AGREED between the parties to this contract that ten (10) days is reasonable and sufficient notice to be so given to such second party, in case of failure to perform any of the covenants hereby entered into, and shall be sufficient to cancel all obligations hereunto on the part of said first party, and fully reinvest it with all right, title and interest hereby agreed to be conveyed, and the party of the second part shall forfeit all payments made by him on this contract, and his right, title and interest in all buildings, fences or other improvements whatsoever, and such payments and improvements shall be retained by said party of the first part in full satisfaction and in liquidation of all damages by it sustained, and it shall

have the right to re-enter and take possession of the premises aforesaid.

IT IS MUTUALLY AGREED by and between the parties hereto that the time of payment shall be an essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

[640]

IT IS UNDERSTOOD AND AGREED that the property covered by this contract of purchase is in part claimed by other parties who now claim the right to the possession of a portion of the property herein described and the party of the first part undertakes to prosecute such actions as may be necessary and proper to eject such parties from the possession of said property. If, however, the party of the first part is unable prior to the 1st day of August, 1914, to remove said third persons from the possession of said property, or any part thereof, the party of the second part may, at his option, notify the party of the first part in writing of his intention to abrogate this contract and thereupon it shall become the duty of the party of the first part to return to the party of the second part any and all payments made by him hereunder, whereupon this contract shall cease and be of no further effect.

IT IS FURTHER AGREED that the party of the first part shall on or before the 1st of August, 1914, have the option, in case it is unable to clear the property of the said third parties claiming possession thereof, of returning the purchase price, or any portion thereof, paid hereunder to the party of the

second part, whereupon this contract shall cease and be null and void and any deeds made or escrowed hereunder shall be returned to the party of the first part.

IN TESTIMONY WHEREOF, both parties hereto have hereunto set their hands and seals the day and year first above written.

PACIFIC COAST COMPANY.

By S. H. EWING,

Its Attorney in Fact.

P. L. GEMMETT. (Seal)

Witnesses:

LEWIS P. SHACKLEFORD.

WILLIAM S. BAYLESS. [641]

United States of America,
District of Alaska,—ss.

THIS IS TO CERTIFY that on this 14th day of August, 1913, before me, the undersigned, a Notary Public in and for the District of Alaska, personally appeared S. H. Ewing, personally known to me to be the same person whose name is subscribed to the within instrument as the attorney in fact of The Pacific Coast Company, a New Jersey corporation; and the said S. H. Ewing acknowledged to me that he subscribed the name of the said The Pacific Coast Company thereto as principal, and his own name as attorney in fact freely and voluntarily as the free and voluntary act of the said The Pacific Coast Company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in this certificate, the day and year first above written.

[Notarial Seal]

W. S. BAYLESS,

Notary Public for Alaska.

My Commission Expires Dec. 10, 1913.

[Endorsed]: Contract for Deed Between Pacific Coast Company and P. L. Gemmett. Lots 3 and 4, Block 3. Shackleford & Bayless, Juneau, Alaska. Plffs. Exhibit No. 27. Received in evidence. Jul. 22, 1914. In Cause No. 1024—*ct.* J. W. Bell, Clerk. By J. T. Reed, Deputy.

I hereby certify that the foregoing is a true copy of the original instrument.

W. S. BAYLESS,

Of Attorneys for Plaintiff.

O. K.—R. E. ROBERTSON. [642]

[Defendant's Exhibit "B"—Deed—Pacific Coast Co. to Messerschmidt, Dated May 10, 1913.]

THIS INDENTURE, made this 10th day of May, in the year of our Lord one thousand nine hundred and thirteen, between THE PACIFIC COAST COMPANY, a New Jersey corporation, the party of the first part, and Gustav H. Messerschmidt, of Juneau, Alaska, the party of the second part;

WITNESSETH: That the said party of the first part for and in consideration of the sum of Twenty five hundred dollars, gold coin of the United States of America, to it in hand paid, the receipt whereof is hereby acknowledged, does by these presents remise, release and forever quit-claim unto the said party of the second part, his heirs and assigns, all the right, title, interest estate, claim and demand, both at law and in equity, and as well in possession as in expectancy, of the said party of the first part, of, in and to the following described property situate in the town of Juneau, District of Alaska, to-wit; Lot Fifteen (15) in Block One (1) of the Pacific Coast Addition to the Town of Juneau, Alaska, according to the recorded plat thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. Excepting and reserving from the operation of this deed all littoral and riparian rights and excepting and reserving all rights which have been or shall at any time hereafter be granted or permitted by any public authority, to purchase or occupy the tide or other lands and water

in front abutting upon or adjacent to the above described premises.

And the grantee— covenant— that all rights and privileges to purchase, acquire or occupy tide lands or waters in front of, abutting upon or adjacent to, said described premises now or hereafter granted by any public authority shall pass and inure to the benefit of the grantor, its successors and assigns, without further conveyance and this covenant shall run with the land above conveyed and be binding upon all subsequent owners and occupants thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances unto the said party of the second part, his heirs and assigns forever, subject to the reservations and exceptions hereinabove set forth. [644]

IN WITNESS WHEREOF the said party of the first has caused these presents to be executed the day and year first above written.

THE PACIFIC COAST COMPANY.

By S. H. EWING.

Signed, Sealed and Delivered in presence of

R. E. PENGLASE.

S. HELLENTHAL.

United States of America,
District of Alaska,—ss.

THIS IS TO CERTIFY that on this 10th day of May, 1913, before me, the undersigned, a Notary Public in and for the District of Alaska, personally appeared S. H. Ewing, personally known to me to be the same person whose name is subscribed to the with-

in instrument as the attorney in fact of the Pacific Coast Company, a New Jersey corporation; and the said S. H. Ewing acknowledged to me that he subscribed the name of the said The Pacific Coast Company thereto as principal and his own name as attorney in fact freely and voluntarily as the free and voluntary act of the said The Pacific Coast Company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in this certificate, the day and year first above written.

[Notary Seal] WILLIAM S. BAYLESS.

Notary Public in and for the District of Alaska.

Filed for record at 3 o'clock P. M. May 10, 1913, in Book 24 of Deeds, page 13.

G. C. WINN,
District Recorder.

United States of America,
Territory of Alaska,
Juneau Recording District,—ss.

I hereby certify that the foregoing is a true and correct copy of the records of the Juneau Recording District as appears in Book 24 of deeds, at page 13, and of the whole thereof.

[Seal] JOHN B. MARSHALL,
District Recorder. [645]

Defts. Exhibit No. "B." Received in Evidence
Jul. 21, 1914, in Cause No. 1024-A. J. W. Bell,
Clerk. By J. T. Reed, Deputy. [646]

[Defendant's Exhibit "C"—Plat of Pacific Coast
Addition to City of Juneau, etc.]

THE PACIFIC COAST ADDITION.

Juneau, Alaska.

February 28, 1913.

Scale: One inch=50 ft.

DESCRIPTION.

THE PACIFIC COAST ADDITION, an addition to the Town of Juneau, Alaska, is a subdivision or replat of that portion of the said town designated on Garsides official map as the "Carrol and Murray Wharfsite," and the tide lands fronting thereon, and this plat is referred to that official map as to the exterior boundaries hereon. Courses shown are from the true meridian, the corresponding courses as given on the Hardise official map being shown in parentheses. All street, lot and block dimensions are as shown on the face of plat. The exterior boundary is particularly described as follows: Beginning at meander Corner No. 1, as shown on the official map; thence N. $60^{\circ} 30'$ E., 605.0 feet; thence N. $37^{\circ} 21'$ W., 300.0 feet; thence N. $22^{\circ} 11'$ W., 279.0 feet; thence S. $60^{\circ} 31'$ W., 1022.0 feet; thence S. $45^{\circ} 29'$ E., 596.99 feet; thence N. $60^{\circ} 31'$ E. 258.0 feet to the point of beginning.

JAMES ANDERSON,
M.

Chief Engineer, The Pacific Coast Co.

Resolved by the Common Council of the City of Juneau that the replat submitted by the Pacific Coast Company for ground within present town of Juneau,

known as Carrol and Murray Wharfsite, to be known as The Pacific Coast Addition to the Town of Juneau, is hereby accepted as the official plat thereof.

H. A. BISHOP,
Mayor.

Attest: A. W. FOX,
Clerk.

Passed and approved this 28th day of February, 1913, A. D. [647]

DEDICATION.

State of Washington,
County of King,—ss.

Know all men by these presents, that the Pacific Coast Co., a corporation, existing under the laws of the State of New Jersey, and licensed to and doing business, in the District of Alaska, owners in fee simple of the lands embraced in this plat of the Pacific Coast Addition do hereby declare this plat and do hereby dedicate to the use of the public forever all the streets and alleys shown thereon.

In Witness Whereof the said The Pacific Coast Company has caused its corporate name to be hereunto subscribed by its Vice-President and Asst. Secretary, and has caused its corporate seal to be hereunto affixed, this 12 day of February, A. D. 1913.

[Corporate Seal] THE PACIFIC COAST CO.

J. C. FORD,
Its Vice-president.
J. W. SMITH,
Its Asst. Secretary.

ACKNOWLEDGMENT.

State of Washington,
County of King,—ss.

On this 12 day of February, 1913, before me personally appeared J. C. Ford, to me known to be the Vice-President, and J. W. Smith, to me known to be the Asst. Secretary of the Pacific Coast Company, a New Jersey corporation, the corporation that executed the foregoing instrument, and severally acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath severally stated that he was authorized to execute said instrument and that the seal affixed is the [647a] corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Notarial Seal] J. F. DUNNE,
Notary Public in and for the State of Washington,
Residing at Seattle.

United States of America,
Territory of Alaska,—ss.

I hereby certify that this and the preceding two pages, and the plat hereto attached, are true and correct copies of the plat of The Pacific Coast Addition of the City of Juneau, filed in the office of the Juneau Recording District and attached at the end

of No. 13 Trustees Book of Deeds, and of the writing contained on said plat, and of the whole thereof.

[Seal]

JOHN B. MARSHALL,

U. S. Commissioner, District Recorder.

Defts. Exhibit No. "C." Received in evidence Jul. 21, 1914. In Cause No. 1024-A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [647b]



[Defendant's Exhibit "D"—Agreement—Madsen
and James—Dated June 6, 1913.]

THIS *IDENTURE*, made this sixth day of June, in the year of our Lord One Thousand, nine hundred and thirteen, between Peter Nadsen of Juneau, Alaska, party of the first part and Geo. E. James of Douglas, Alaska, the party of the second part.

The said party of the second part hereby agrees to let the party of the first part use their gridiron located at Juneau, Alaska, and the two approaches to said gridiron for the purpose of landing scows, boats, *ect.*

The party of the first part agrees to have the gridiron free at any time the said party of the second part may want to use it and not delay them in the handling of their scows of lumber.

For the use of the said gridiron and the two approaches, the party of the first part hereby agrees to pay to the said party of the second part the sum of Five Dollars (\$5.00) per month so long as this agreement may remain in force, said amount to be paid upon the last day of each month.

IN WITNESS WHEREOF, the said parties of the first and second part hath hereunto set their hand and seal.

PETER MADSEN. [Seal]

GEO. E. JAMES. (Seal)

_____,
_____,

Defts. Exhibit No. "B." Received in evidence Aug. 19, 1913. In Cause No. 1024-A. E. W. Pettit, Clerk. By H. Malone, Deputy.

Defts. Exhibit No. "D." Received in evidence Jul. 22, 1914. In Cause No. 1024-A. J. W. Bell, Clerk. By J. T. Reed, Deputy. [648]

No 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Deposition of J. C. Hunter.

(Before Judge Jennings.)

(May 29, 1914.)

Mr. BAYLESS.—If the Court please, in the matter of the case of the Pacific Coast Company vs. George E. James, Captain J. C. Hunter is present and I desire to have his testimony taken at this time and I think it may be stipulated that the testimony of Captain Hunter may be taken in open court at this time and used at the trial of the case.

The COURT.—Not in open court. I am willing to hear the testimony of Captain Hunter, if you gentlemen stipulate that the record may be made up and used at the trial, but not taken as in open court.

Mr. GUNNISON.—We are willing to make that stipulation, provided, of course, we are not considered as in any way waiving our right to ask for a

continuance on Monday. We don't wish to be put in that position.

The COURT.—The testimony is being taken before me just as if it were before a notary public.

Mr. BAYLESS.—Very well, sir; I will ask to have Mr. Hunter sworn: [649]

[Deposition of J. C. Hunter, for Plaintiff.]

J. C. HUNTER, a witness called and sworn in behalf of the plaintiff, testified as follows:

Direct Examination.

(By Mr. BAYLESS.)

Q. Your name is Captain J. C. Hunter?

A. J. C. Hunter, yes.

Q. You are present master of the steamer "North-western?"

A. Yes, sir.

Q. How old are you?

A. Seventy-one.

Q. When did you first come to Alaska?

A. In '83.

Q. What boat did you first come on?

A. A boat called the "Eureka."

Q. Where did you land at Juneau at that time?

A. At Captain Carroll's Dock.

Q. That dock was situated in Juneau?

A. Yes, on the right-hand shore of Gastineau Channel.

Q. Just describe the situation with reference to that dock as it existed at the time you first came up here.

A. When I first came up the foundation was made of cribbing—piling laid that way (indicating) full of stones, and the pier projected out to deep water.

(Deposition of J. C. Hunter.)

The front of it was a T, and I can't really tell how big it was, but it was not very big, the wharf was fifty or sixty feet or so.

Q. That is, the face of the dock?

A. The face, parallel to the beach—landed star-board side always.

Q. What was the practice in landing the vessels at that time [650] at the Carroll-Murray Dock?

A. We would come right down alongside the face of the dock, headed up here towards town, and then have the stern line on the beach fastened to a big stone or something.

Q. Why did you make fast your stern line to something on the beach?

A. We had to do that to hold the ship to the face of the dock.

Q. Because the face of the dock was so small?

Mr. GUNNISON.—We object to the interjection of counsel as leading.

The COURT.—Objection overruled. It is a leading question. It depends a great deal on the intelligence of the witness—I don't think Mr. Bayless could lead the Captain to say what he ought not to say.

Q. (By Mr. BAYLESS.) Was that the reason you made fast to the shore?

A. Yes. On all the passenger steamers generally you will find hatchways on the ends of the vessel, and if a ship was laying just as much projecting on one side as on the other, you would still have a line on the beach, but all steamers running up here have the

(Deposition of J. C. Hunter.)

stern sticking over, more than seven-tenths of the ship sticking out. The vessels were long—the “El Dorado” and “Mexico”—

zzzx

Q. The “George W. Elder”?

A. Yes; they were long ships and a hatch right in the nose of her and we had to have a line down from the stern onto something there—I don’t know whether it was a pile or something else on shore. I know this much, sometimes we had to get to shore on a boat to get a line on it, and sometimes put a line on the wharf and then walk down to this object. [651]

Q. The present gridiron of Mr. James’—do you know where that is situated? A. No, I never—

Q. Do you know where that gridiron is situated at the present time?

A. Well, I haven’t been down on the dock—I have seen some boats there, but I don’t know who owns them.

Q. You remember as we walked up this morning.

A. That wasn’t up here when I came up here.

Q. Do you know where with reference to the present gridiron these piles you tied up to were situated?

A. Oh, well, they were tied up somewhere about there. I never had any occasion and I never, when she was ashore or at low tide, measured down from the ship and see where the line should be. The line would be no good by having it over here. (Indicating.) You have got to have it at a certain angle to hold her from ranging, and that is the way you would do it to-day.

(Deposition of J. C. Hunter.)

Q. Do you know how large the Carroll-Murray wharf site was?

A. No, I never heard how much—how big the space was. I know the face of the dock was about fifty or sixty feet.

Q. The face of the wharf? A. Yes, sir.

Q. How much beach, in your opinion, was required to land there?

A. I couldn't say, because the beach line could—

Mr. GUNNISON.—I object to the question on the ground that it is indefinite. He said, "How much beach line would be required." Read the last question, please.

(Read by stenographer.) How much beach, in your opinion, was required to land there?

Mr. GUNNISON.—To land there? [652]

Mr. BAYLESS.—Q. Yes; how much beach line was necessary, in your opinion, to land the boats which you sailed on up here in the early days?

Mr. GUNNISON.—We object to that on the ground that it is irrelevant and indefinite. You don't land a boat on the beach.

The COURT.—Objection overruled. He has just described the dock. Of course, I don't know the issues of this case. I am not trying the case just now. He has stated that the face of the wharf was only fifty or sixty feet and he had to make fast one end of the boat to the beach, and now the question is: How much of the line of the beach was it necessary to use in order to land boats.

Mr. GUNNISON.—Exception.

(Deposition of J. C. Hunter.)

A. (By the WITNESS.) The line is a hundred and twenty-five fathoms long and it always took most of the line to run down to the mooring—to this object where we would make fast to. Of course, there was nothing to hold the ship to the dock; the dock was only small and there was no possible way to have it extending down this way (indicating). It could very easily be measured to a few feet.

Q. (By Mr. BAYLESS.) Just describe to the Court how this line was taken from the ship and made fast to this object.

A. Well, give me a piece of paper and I will show you the way the land looked. (Witness indicating on sheet of paper.) The wharf came out in this shape—like that. That is the way the wharf lay. Here when a ship came up alongside the dock, the hatchway was about this way. We would land a boat in this fashion. This line was fastened to the dock and another line over there on something on shore, an angle about forty or forty-five degrees [653] from there and when you come up there this way, we had another object over here to make fast to.

Q. This is about the relative position of Mr. James' gridiron with reference to this sketch?

A. Yes.

Q. I would ask you in your opinion as a navigator in the early days—

Mr. GUNNISON.—I object—

Mr. BAYLESS.—I will qualify him.

Mr. GUNNISON.—To counsel pointing out the relative position of anything. If he wants Captain

(Deposition of J. C. Hunter.)

Hunter to testify about where the point was where they tied up that line, I think that is competent—where they moored the land end of that line—but I don't believe it is competent for counsel to just naturally go on that paper and point out something that seems to please him as to place. I don't think it is the proper way to put it.

The COURT.—Objection sustained. Mr. Bayless, ask the Captain if he can locate where the gridiron is, if you want to get the relative position. You are introducing the Captain to draw a map and you are interfering with him by changing it on there yourself.

Mr. GUNNISON.—I would ask to have that erased.

Mr. BAYLESS.—There is a map on exhibition here.

Q. Captain, I hand you a plat introduced in the preliminary hearing, known as Plaintiff's Exhibit No. 2, and ask if you can identify the old Carroll-Murray wharf there. A. Yes.

Q. I will ask you if you can identify the Carroll-Murray wharf and its position.

A. This is the shore line and this is the opposite end and [654] this is the bend in that old wharf, and when we come in to the old dock we landed here, and our forehatch was there. Here was our line down to the beach. And another thing we—there was nothing there on the beach to interfere with our doing this. This is our landing, and came up here and run a line here and there. (Witness indicating on plat.)

(Deposition of J. C. Hunter.)

Q. Then I will ask you in your opinion if in that case, how much space on the shore line was necessary to land your vessel, that is, from point to point?

A. Well, it was necessary to get this angle from the ship. If the ship is two hundred and sixty feet long, then this should be one hundred and forty feet from there and to one hundred and forty feet to there, and on an angle of forty degrees at twenty-two fathoms of water. That would go way over here. I never measured the space over there, never stepped it over there, but when we come in there sometimes we would lower a boat and run a line to there and sometimes we would pass a line here to the dock and take it down to the beach. You couldn't get there in high water, because I remember during high water you could hardly get to town, had to get into the bushes. I never remember anything in there, never remember piles there. There was a stump or something on the beach. I never stepped off the space there.

Q. Well, you are not prepared to say then how big a wharf site it would have to be?

A. No, I don't know, I couldn't say. The question was to my mind that you can take all that you can get to make a ship fast. There was no one to tell you—it was a question with you. We put in where it was convenient for us— [655] that we could hold the ship safely. Whether a thousand feet or 150 feet. I don't know anything about it.

Q. You first came up here in '83? A. Yes, sir.

Q. That is the way you landed boats?

(Deposition of J. C. Hunter.)

A. Yes, sir, and all the way up to '92—that ship was the “Mexico”—that was the last ship I was up here on. I was up here in '97 and we landed up at this new dock in '97, and '98 on the “Cottage City.” From '83 to '92 we landed at this dock.

Q. And you landed the way you have described to the Court?

A. Yes, and I never remember anything else except the slaughter-house down there, because coming up with cattle we had to land cattle out through the port an wed had a line from the beach to keep the cattle from swimming across. I don't remember the beach line—how many feet was there.

Mr. BAYLESS.—That is all.

Cross-examination.

(By Mr. GUNNISON.)

Q. Captain Hunter, what was the size of the first boat you came up here on?

A. First boat—must have been about 210 feet, I think.

Q. Did she have two hatches?

A. Yes.

Q. When you worked the after hatch on a star-board landing, how did you moor the stern?

A. We hauled the ship ahead.

Q. Did you keep out that after line? [656]

A. Yes.

Q. Did you move that up to the dock?

A. We run forward to this end of the dock.

Q. What did you do with the stern line?

A. Hauled the stern line in.

(Deposition of J. C. Hunter.)

Q. And moored her ahead? A. Yes.

Q. Now, do you know how far out the pier that you described extended from the cribbing?

A. No, I never measured it, sir.

Q. Well, what would be your idea?

A. I don't like to tell. As I say, I never measured from the beach, but the wharf was quite a ways out.

Q. You say there was a T on the face of the pier?

A. Yes.

Q. And how do you ascertain it at fifty or sixty feet—by comparing it with the length of the ship?

A. Yes, by comparing it with the length of the ship.

Q. How long did you say the ship was?

A. About two hundred and ten feet. The first one I came up here on, but only one trip on her.

Q. How frequently did you come up, Captain?

A. Once a month. I landed at the dock twice—from the south and coming from the westward.

Q. You always made a starboard landing?

A. Always made a starboard landing, yes. I very seldom made a port landing, except in case of a strong wind.

Q. How often on those trips did you work the after hatch instead of the forward hatch?

A. We were working the after hatch all the trips; it was always packed full of freight—always worked both hatches.

Q. So that the boat was anchored always to the stern line? [657] A. No, not always.

Q. But the long line that you say extended back to the beach you didn't use when you worked the after

(Deposition of J. C. Hunter.)

hatch? A. No, I hauled it in.

Q. And then you moored her to the dock?

A. The stern was abreast of the dock.

Q. You say that is what you do with big ships operating now? A. Yes, we are doing that now.

Q. How do you moor those?

A. Make fast to the shore line—that fish place down there (indicating).

Q. And you say it wouldn't have been possible to moor that boat without having out the stern line to the beach?

A. No, not with any degree of safety—might have held the ship there, but not with any safety.

Q. In other words, it was convenient?

A. It was necessary for safety to the ship. I forgot to say something about a side-wheeler I run up there. She had great big wheels on the sides and when I docked there, I couldn't dock the paddle-box on the face of the dock and I had to have the paddle-box on this side of the dock—couldn't reach the dock with the slings.

Q. What boat was that, the "Elder"?

A. No, the "Anchon," in '85. There was nothing to hold—

Q. Mr. Bayless asked you about a wharf site, what do you understand by a wharfsite?

A. It is simply a place where a wharf is built on.

Q. You don't consider in that all the face of the beach that the boat might extend across if a wharf doesn't cover that?

A. It is what it covers. That is what they say in

(Deposition of J. C. Hunter.)

Seattle. Where the dock is built.

Q. You say it took a hundred and twenty-five fathoms of line [658] to moor the stern of that first vessel of which you were master, to the beach, when the forward hatch lay alongside the wharf?

A. No; the line was a hundred and twenty-five fathoms long. It must have taken eighty to one hundred fathoms to reach the pile.

Q. I understood you to say that it was one hundred and twenty-five fathoms long and it took most of it.

A. The line is a hundred and twenty-five fathoms yes.

Q. Was this object to which you moored above or below high tide?

A. It must have been pretty near high water, because we had to use a boat sometimes.

Q. Did you ever take it along the beach at high water?

A. No, not at high water. Couldn't get it there during high water. We passed a small line—what we call a heaving line—up to the beach.

Q. You don't remember what that object was to which you moored? A. No, I don't.

Q. You don't know whether it was fixed there, or something that was there by reason of nature?

A. No, sir.

Q. When you made a port landing there, how did you moor the ship?

A. Just the same way—run a line from the stern up this end of the dock on the beach.

Q. Now, what were the lengths of the other ships.

(Deposition of J. C. Hunter.)

in which you sailed up here between '83 and '92?

A. The "Alva," she was about 260 feet, I think.

Q. And the "Mexico"?

A. The "Mexico," she was about the same length. I don't think there was much difference in the two lengths. [659]

Q. Captain, when was the last time you moored at Murray & Carroll's wharf? A. '92.

Q. Have you ever landed there since in any boat or any vessel? A. No, sir, I have not.

Q. Have you ever examined that particular piece of ground before, since '92, until Mr. Bayless pointed out something down there this morning?

A. I was there a year ago looking to see if I could locate myself and I saw the cribbing underneath there. I couldn't tell from the beach. If that cribbing had been removed, I couldn't have told that the wharf was there.

Q. Between 1892 and a year ago, do you know anything about the ownership, use, or occupation of that piece of land to the south of Murray's wharf?

A. No, I couldn't tell. I have not had any occasion to land there since '98 and ever since have docked up here.

Q. Since '92 have you ever seen a seagoing vessel land at that dock, big seagoing vessel at that dock? Were you on, or have you seen, any other vessel at the old Murray wharf? A. No, I have not.

Q. You have been in here frequently since 1892?

A. Oh, yes, every ten or fourteen days since '98. I don't remember ever seeing any there. It was broke down.

(Deposition of J. C. Hunter.)

Q. There really hasn't been any wharf there since '98? A. No, only the cribbing.

Q. The old cribbing under the warehouse?

A. A few years ago there was more of it than there is now.

Q. Are you able to say at what particular point on the beach with reference to the old Murray-Carroll wharf you moored [660] that stern line or bow line? A. No, I couldn't.

Q. Are you sure it was always moored at the same point?

A. Always at the same place. There was nothing else to moor to at that particular spot.

Q. No trees up there on the beach?

A. No, everything was cut down. There were stumps there, but that was the one available for us.

Q. You are sure you always moored at the same stump? A. Yes.

Q. Well, I didn't mean to put in stump, but it answers the same purpose. Please state again, I think you have already stated it once, what was the condition of the beach on either side of the Murray and Carroll wharf with reference to its being used or occupied at that time by any person?

A. The beach was all full of boulders and sloping.

Q. On either side of the wharf? A. Yes.

Q. And what distance to the south?

A. Oh, the whole beach. We would often walk—go down to the slaughter-house, and there were lots of stones.

Q. Large boulders?

A. Yes, a couple hundred pounds, some of them.

(Deposition of J. C. Hunter.)

Q. Big rocks?

A. Yes, and big boulders. They moved them away on this side to make a pathway up to town.

Q. That is, on the north side? A. Yes.

Q. But nothing at all on the south side, no indication of use or occupancy? A. No.

Q. Nothing but boulders there? [661]

A. No, nothing but boulders there.

Redirect Examination.

(By Mr. BAYLESS.)

Q. Just a question or so. On account of the smallness of the face of the dock did you say it was necessary to run a line ashore?

A. Yes; I said for the safety of the vessel.

Q. Then it was necessary to use a portion of this beach? A. Yes, sir, certainly.

Q. To make fast with the line?

A. Yes, to make fast to the beach.

Q. That practice was followed by you?

A. Yes, and everybody that came after me. We had to do it, the very same thing. We used this particular spot, whatever it was, for universal use.

Q. All vessels that came up here?

Mr. GUNNISON.—Just a minute—confine it to his knowledge.

Q. Do you know whether or not all vessels used the same practice that you did?

A. I suppose they did. I can say only for myself. I should imagine they would, because there was no other way to hold a vessel.

Mr. GUNNISON.—We object to whatever the

(Deposition of J. C. Hunter.)

Captain imagines and any statement as to what he didn't do. What he knows would be competent. I move to strike that.

The COURT.—Objection overruled.

Mr. GUNNISON.—Exception.

Q. (By Mr. BAYLESS.) Was there any sign of occupancy on this [662] beach other than this pile, or what not, that you tied up to during that period of time?

A. No, I don't remember—I have seen boats there or a canoe.

Q. This beach on the other side of the dock?

A. Yes, on both sides.

Q. Between the years '83 and '92? A. Yes.

Q. That was the only use—for the mooring of these vessels, is that a fact?

A. Yes, as I remember. There might have been some boats tied up there while I was away, but, as I say, we never had any trouble getting a boat to run a line.

Q. That was the only occupancy of the beach?

A. Yes, except the slaughter-house.

Q. That was further down? A. Yes.

Q. And the beach between the Carroll Dock and this pile or post, wherever it was, was used in tying these vessels up? A. Yes, in tying the ships up.

Mr. BAYLESS.—That is all.

(By the COURT.)

Q. What was that thing you tied the ship up to?

A. I don't know whether it was a pile or a stump or what.

(Deposition of J. C. Hunter.)

Q. Who put it there? A. I can't tell you that.

Q. When was it put there?

A. It was there when I first come up.

Q. Were you the first one that came up for the Pacific Coast Company?

A. No, goodness sakes, no. Carroll was up here on the "Idaho."

Q. When did he first come up? [663]

A. In '81, I think.

Q. You first came in '83? A. Yes.

Q. Well, when you came up that object, whatever it was, was there?

A. It was there, yes; they told us that we could land there.

Q. You don't know who put it there?

A. No, but old man Webster said we could run a line over to there. He had a dinky there for that purpose.

Q. When you made fast from the bow, say you were headed up this way towards Juneau, was the angle that you run the line from the ship to the shore about the same angle that you would use from the stern to the shore?

A. When working the after hatchway it was.

Q. About a forty degree angle?

A. Yes, somewhere about that.

Q. A forty degree angle from the ship?

A. Yes.

Q. And generally it took about eighty fathoms of line? A. Yes, very nearly the whole thing.

Q. You don't know how far it was from the face of

(Deposition of J. C. Hunter.)

the dock to the shore?

A. No, I do not. It was quite a distance I remember, because when taking out freight we had to pay out so much—there was so much trucking to do, trucking to the warehouse.

Q. A hundred feet?

A. Yes, I think over a hundred feet from the warehouse to the edge of the dock.

The COURT.—That is all. [604]

Recross-examination.

(By Mr. GUNNISON.)

Q. How much of the beach did you take to moor the boat, any boat, more than the place where you fastened your line?

A. Yes, certainly. The line was way down at an angle, extending way down the beach.

Q. But you moored only in one place?

A. Only one place to moor.

Q. And you say that was necessary for the safety of the vessel in all kinds of weather? A. Yes, sir.

Q. When it was still, when there was no gale or no wind blowing, would it be necessary?

A. Yes, sir, because you couldn't hold the ship unless you had something to hold the stern up.

Q. Suppose your line ran toward the center from the stern?

A. There was nothing to make fast to.

Q. To the land end of the wharf, would that have held her?

A. No; that wouldn't have answered the purpose.

Q. You didn't use any other part of the beach for

(Deposition of J. C. Hunter.)

any purpose except the spot where your line was moored, did you?

A. Oh, yes, we used the beach when unloading cattle.

Q. And you sometimes used one side and sometimes the other?

A. Yes; usually had cattle in the after hold—you couldn't rush them—

Q. And dropped them overboard?

A. Yes; had a great big plank and then the cattle walked out and the plank gradually sank and they slid in nicely, and we had a line out from the dock to confine them. The first time—

Q. How many times did you bring cattle here in the course of a year? [665]

A. Every trip I come up, fifty or sixty heads.

Q. For Juneau? A. Yes.

Q. And landed them through the port that way?

A. Yes, through the port.

Q. Where did you moor that corral line?

A. To the beach.

Q. At the same point?

A. Yes, to the beach.

Q. But there was no structure there on that side of the beach? A. No, nothing at all.

Mr. GUNNISON.—I guess that is all.

Redirect Examination.

(By Mr. BAYLESS.)

Q. It was necessary to have this much beach between the dock and that pile or whatever it was for the purpose of landing your vessel?

(Deposition of J. C. Hunter.)

A. It was necessary to have that much space to hold the ship.

Q. You brought up cattle here on your trip in '83?

A. No, not '83. The ship I had in '83 couldn't carry cattle, but in '85 and '86, '87 and '88—there were three years on the George W. Elder.

Recross-examination.

(By Mr. GUNNISON.)

Mr. GUNNISON.—I would like to ask one more question, your Honor?

The COURT.—Proceed. [666]

Q. Suppose there had been structures along that beach how would you have landed then, Captain, you say you had to have all that space to land your boat?

A. We couldn't have landed there then. If there had been any other dock, would have had to haul ahead,—couldn't have landed my cattle.

Q. Suppose, take it when you wouldn't have cattle, suppose there were other things on the water-front there, how would you have landed?

A. I had to have that space to get that line there. Couldn't have that line any other place.

Q. You say you had to have that beach for the purpose of landing; what part of the beach for the purpose of landing?

A. Well, when landing cattle we used the beach for the cattle to walk up on and had to have this pile.

Q. But you didn't do that in '83?

A. No, not in '83.

Q. When did you begin that? A. In '85.

(Deposition of J. C. Hunter.)

Q. 1885? A. Yes.

Q. You didn't use that beach for cattle in '83 or '84? A. Oh, no.

Q. And what other purpose did you use that beach for? A. Didn't use it for anything else.

Mr. GUNNISON.—That is all.

(Witness excused.)

I certify that the foregoing is a true and correct transcript of notes taken by me of deposition of J. C. Hunter taken on May 29, 1914, before Hon. R. W. Jennings, Judge of U. S. Dist. Court, First Division of Alaska.

H. F. BENSON,

Court Stenographer. [667]

[Endorsed]: No. 1024—A. Pacific Coast Co., Plaintiff, vs. George E. James and Edward Webster, Defendants. Deposition of Captain J. C. Hunter. Filed in the District Court, District of Alaska, First Division. Nov. 16, 1914. J. W. Bell, Clerk. By C. Z. Denny, Deputy. [668]

*In the District Court for the Territory of Alaska,
Division Number One, at Juneau.*

Court No. 1024—A.

PACIFIC COAST COMPANY,

Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Stipulation [as to Taking of Deposition of John R. Mitchell, etc.].

It is hereby stipulated by and between respective counsel for the above-named plaintiff, the Pacific Coast Company and the above-named defendant, George E. James, that the deposition of John R. Mitchell of the City of Denver, State of Colorado, witness on behalf of said defendant in the above-entitled action, may be taken, before Alice Quinn, a Notary Public in and for the County of Denver, State of Colorado, at her office in said county and State, or before such other officer as may be designated by said defendant.

That upon service upon said plaintiff of a copy of the written direct interrogatories herewith, proposed to be propounded to said witness, the said plaintiff shall, within five days after receipt thereof, submit to the said defendant, its proposed cross-interrogatories, together with a copy thereof, proposed to be propounded to said witness; and that thereupon the original of said proposed direct and cross-interrogatories, together with a certificate, shall be attached to this stipulation, and thereupon forwarded to the said notary public for the taking of said deposition in accordance herewith; and after the taking [669] of the deposition of said witness, the same shall be returned, together with this stipulation, by United States mail, in a sealed envelope, to the clerk of the above-entitled court at Juneau, Alaska.

AND it is hereby stipulated that all objections to

the giving of the statutory notice of the taking of the deposition and nonissuance of a commission out of said court, shall be and is hereby waived.

AND when so taken, the said deposition may be used in the trial of said action subject to the same objections except as to the form of interrogatories as if the said witness was there personally present and testifying therein.

Dated at Juneau, Alaska, this 20 day of May, 1914

SHACKLEFORD & BAYLESS,

Attorneys for Plaintiff.

GUNNISON & ROBERTSON,

Attorneys for Defendant, George E. James.

[Endorsed]: Court No. 1024—A. In the District Court for the Territory of Alaska, Division No. One, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Stipulation. Gunnison & Robertson, Attorneys at law, Juneau, Alaska. [670]

*In the District Court for the Territory of Alaska,
Division Number One, at Juneau.*

Court No. 1024—A.

PACIFIC COAST COMPANY,

Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Direct Interrogatories to be Propounded to John R. Mitchell.

Interrogatories to be propounded to John R. Mitchell, of the City of Denver, in the State of Colorado, a witness to be produced, sworn and examined on the part of the above-named defendant, George E. James, before Alice Quinn, of the City of Denver, State of Colorado:

Direct Interrogatory No. 1: Please state your name, occupation, present residence and whether or not you are more than twenty-one years of age.

Direct Interrogatory No. 2: State whether or not you ever lived at Juneau, in the Territory of Alaska.

Direct Interrogatory No. 3: If your answer to the last preceding interrogatory is in the affirmative, please state what, if any, business concern you were connected with in Juneau or vicinity, and in what capacity.

Direct Interrogatory No. 4: Please state during what years you were connected with the said business concern in said capacity at Juneau, set forth in your last preceding answer.

Direct Interrogatory No. 5: State whether or not you were generally acquainted with the waterfront at Juneau during the time that you resided in said city.

Direct Interrogatory No. 6: If your answer to interrogatory No. 5 is in the affirmative, state whether or not you know the location of the old Carroll wharf which was one time used as a fish or saltery house and later used by one George F. Forrest for the pur-

poses of the Juneau Iron Works.

Direct Interrogatory No. 7: If your answer to interrogatory No. 6 is in the affirmative, state whether or not during your residence in said city, you were acquainted with that portion of the beach or waterfront extending south from said Carroll wharf, [671] 300 or 400 feet to what was known as the C. W. Young wharf or float.

Direct Interrogatory No. 8: Did you know George E. James, a man who conducted a sawmill at Douglas, Alaska, while you resided in Juneau?

Direct Interrogatory No. 9: Please state whether or not you, on behalf of the concern with which you were connected, ever had any business dealings with said George E. James, and, if so, state what those business dealings were.

Direct Interrogatory No. 10: If your answer to interrogatory No. 9 is in the affirmative, please state, if you know, whether or not, a portion of the waterfront or tide lands at Juneau was used in said transactions.

Direct Interrogatory No. 11: If your answer to interrogatory No. 10 is in the affirmative, please state, as near as you can recollect, the particular portion of waterfront or tide lands which was used in carrying out the said business dealings, and fully describe the same.

Direct Interrogatory No. 12: Please state whether or not there were any structures on that piece of waterfront described in your answer to interrogatory No. 11, as having been used in the course of said business dealings; and, if you say any such struc-

tures existed, please describe them fully.

Direct Interrogatory No. 13: Please state, if you recollect, the year and the approximate month in which the city of Juneau decked and planked the street passing said above-mentioned waterfront which you stated was used in the course of said business dealings.

Direct Interrogatory No. 14: Please state whether there was any connection between said street and the structures located on said waterfront, if you answered that there were structures on said waterfront, and answered that said waterfront was used; and, if you say there was such a connection, please describe it fully.

Direct Interrogatory No. 15: Please state, if you answered that there were structures on the waterfront which you say were used in said business dealings, how you obtained access to the same from the upland or from the street, if you did have access to the said structures from either the upland or the street.

Direct Interrogatory No. 16: If you answered that there were any structures on said piece of waterfront that they were used in the course of said business dealings, state whether or not the company by which you were employed had any interest in the same. [672]

Direct Interrogatory No. 17: If you answered that there were structures on that piece of waterfront used in the course of said business dealings, under whose authority or acquiescence did you use the same; and who, so far as you know, caused the said

structures to be built and erected on said waterfront.

Direct Interrogatory No. 18: Did any company with which you were connected own and use a scow in Juneau or vicinity during the time you were connected with said company?

Direct Interrogatory No. 19: If your answer to interrogatory No. 18 is in the negative, please state whether or not you, on behalf of the company with which you were so connected ever had occasion to use a scow at Juneau, in the course of any business dealings with the hereinbefore mentioned George E. James, defendant in this case.

Direct Interrogatory No. 20: If your answer to interrogatory No. 19 is in the affirmative, please state from whom you obtained said scow.

Direct Interrogatory No. 21: If your answer to interrogatory No. 19 is in the affirmative, please state what those particular business dealings were and describe them fully.

Direct Interrogatory No. 22: If your answer to interrogatory No. 19 is in the affirmative, please state for what purpose the said scow was used.

Direct Interrogatory No. 23: If your answer to interrogatory No. 19 is in the affirmative, please state between what towns or camp or places the said scow was used.

Direct Interrogatory No. 24: If your answer to interrogatory No. 19 is in the affirmative, and if you have further answered that Juneau was one of the places where said scow was used, please describe the particular portion of the said waterfront at Juneau on which said scow was landed, if the said scow was

landed at some place on the waterfront at Juneau.

Direct Interrogatory No. 25: If in your answer to interrogatory No. 24 is in the affirmative, state whether or not the particular piece of waterfront upon which said scow was landed was the same piece of waterfront upon which was situated the structure to which you refer to in your answer to interrogatory No. 12, if you answered that interrogatory affirmatively. [672½]

Direct Interrogatory No. 26: If there is anything further that occurs to your mind relative to the business dealings and transactions between you and Mr. James in regard to the use of said waterfront, please state the same fully, to the best of your recollection.

Interrogatory No. 27: State the year and month that you came to Juneau and took charge of said business concern referred to hereinbefore.

Direct Interrogatory No. 28: State whether or not, on your arrival at Juneau and taking charge of said business concern, the said concern was using a gridiron on the waterfront of Juneau for any purpose.

Direct Interrogatory No. 29: If your answer to interrogatory No. 28 is in the affirmative, describe as nearly as possible the situs or location of said gridiron on said waterfront.

Direct Interrogatory No. 30: If your answer to interrogatory No. 28, is in the affirmative, state the purpose for which said gridiron was used.

Direct Interrogatory No. 31: If your answer to interrogatory No. 28 is in the affirmative, state when you discontinued the use of said gridiron.

Direct Interrogatory No. 32: If your answer to interrogatory No. 28 is in the affirmative, describe as accurately as possible the manner in which said gridiron was constructed.

Direct Interrogatory No. 33: If your answer to interrogatory No. 28 is in the affirmative, state what was done with the materials of which the gridiron was constructed after you ceased to use the gridiron.

[Endorsed]: Court No. 1024—A. In the District Court for the Territory of Alaska, Division No. One, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Direct Interrogatories to be Propounded to John R. Mitchell. Gunnison & Robertson, Attorneys at Law, Juneau, Alaska. [673]

In the District Court for the District of Alaska, Division Number 1 at Juneau.

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Cross-Interrogatories to be Propounded to John R. Mitchell.

Cross-Interrogatory No. 1: When did you first become acquainted with the old Carroll wharf and wharf site and how frequently had you occasion to visit it during your residence in Juneau?

Cross-Interrogatory No. 2: When did you first be-

come acquainted with that portion of the beach or waterfront mentioned in direct interrogatory No. 7 and how frequently did you have occasion to visit it during your residence in Juneau?

Cross-Interrogatory No. 3: If you have answered direct interrogatory No. 10 in the affirmative, please give the date of such transactions mentioned therein.

Cross-Interrogatory No. 4: If you have answered direct interrogatory No. 12 in the affirmative, please state who erected such structure or structures and by whom or for whom the same were occupied and were the said structures erected or occupied by any person or corporation adversely to the Pacific Coast Company. If so, by whom or what corporation and when such adverse claim was made. [674]

Cross-Interrogatory No. 5: If you have answered direct interrogatory No. 26 in the affirmative, please give the dates of the business dealings and transactions therein referred to.

Cross-Interrogatory No. 6: Did you have on behalf of the Alaska Perseverance Mining Company any negotiations with the Pacific Coast Company with reference to using or occupying a portion of the tide lands between the old Carroll-Murray wharf and the C. W. Young wharf, and if so, please state in detail what those negotiations consisted of and with whom you negotiated and what the result was?

Cross-Interrogatory No. 7: Did you have on behalf of the Alaska Perseverance Mining Company any negotiations with either Charles E. Davidson, as receiver of the Willson-Sylvester Estate at Wrangell or with the Joshua-Hendy Iron Works of San Fran-

cisco with reference to using or occupying a portion of the tide lands between the old Carroll-Murray wharf and the C. W. Young wharf? If so, please state in detail what those negotiations consisted of, with whom you negotiated, and what the result was.

Cross-Interrogatory No. 8: Did the Alaska Perseverance Mining Company use or occupy for any purpose any portion of such tide lands?

Cross-Interrogatory No. 9: Did any person or corporation use or occupy for any purpose on behalf of the Alaska Perseverance Mining Company any portion of such tide land? [675]

Cross-Interrogatory No. 10: If you have answered either or both of cross-interrogatories Nos. 8 and 9 in the affirmative, please state which portion of the said tide lands was so used or occupied and for what period of time, giving the dates, if possible, and please state whether such premises were so used or occupied under permission or lease from either the Pacific Coast Company or George E. James.

Cross-Interrogatory No. 11: Did the Alaska Perseverance Mining Company have an arrangement with Joshua Hendy Iron Works or with the Wrangell Sawmill with reference to the furnishing of lumber, materials, and supplies for the construction of the Perseverance mill?

Cross-Interrogatory No. 12: If so, please state in detail with whom such arrangement was made, the terms of said arrangement and whether the terms were written or verbal.

Cross-Interrogatory No. 13: If you have answered cross-interrogatory No. 12 in the affirmative, please

state if any portion of the said tide lands were used or occupied in connection with such arrangement.

Cross-Interrogatory No. 14: If you have answered cross-interrogatory No. 13 in the affirmative, please state what portion of said tide lands was so used or occupied and for what period of time, giving dates if you are able.

Cross-Interrogatory No. 15: Did you have any correspondence with the Pacific Coast Company with reference to the use and occupation by the Alaska Perseverance Mining Company of said tide lands? If so, please attach the same to your deposition, properly marked for identification. [676] If after making a diligent search you are unable to find such correspondence, please state the substance of such correspondence, and the result obtained therefrom.

Cross-Interrogatory No. 16: Did you have any correspondence with Charles E. Davidson, as receiver of the Willson-Sylvester Estate at Wrangell, Alaska, with reference to the occupation and use of said tide lands? If so, please attach such correspondence to your deposition properly marked for identification. If after making a diligent search for the same you are unable to find such correspondence, please state the substance of such correspondence, and the result obtained therefrom.

Cross-Interrogatory No. 17: During the period of your residence in Juneau, did you know of any claim being made by George E. James adverse to the Pacific Coast Company in the tide lands in dispute in this case? If so, please state when you first became aware of such adverse claim and how frequently you

heard the same made by Mr. James. Also please state the particular portion of said tide lands to which Mr. James laid such adverse claim.

SHACKLEFORD & BAYLESS,

Attorneys for Plaintiff.

[Endorsed]: Original No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Cross-interrogatories to be Propounded to John R. Mitchell. Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. [677]

*In the District Court for the Territory of Alaska,
Division No. One, at Juneau.*

Court No. 1024—A.

PACIFIC COAST COMPANY,

Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Deposition of John R. Mitchell.

State of Colorado,

City and County of Denver,—ss.

Direct Interrogatory No. 1: Please state your name, occupation, present residence and whether or not you are more than twenty-one years of age.

Answer. John R. Mitchell mining; 2630 Franklin St., Denver, Colorado; yes.

Direct Interrogatory No. 2: State whether or not

(Deposition of John R. Mitchell.)

you ever lived at Juneau, in the Territory of Alaska.

Answer. Yes.

Direct Interrogatory No. 3: If your answer to the last preceding interrogatory is in the affirmative, please state what, if any business concern you were connected with in Juneau or vicinity, and in what capacity.

Answer. Superintendent of the Alaska Perseverance and Alaska Gastineau Mining Company.

Direct Interrogatory No. 4: Please state during what years you were connected with the said business concern in said capacity at Juneau, set forth in your last preceding answer.

Answer. From July, 1905, to November, 1911.

[678]

Direct Interrogatory No. 5: State whether or not you were generally acquainted with the waterfront at Juneau during the time that you resided in said city.

Answer. Yes.

Direct Interrogatory No. 6: If your answer to interrogatory No. 5 is in the affirmative, state whether or not you know the location of the old Carroll wharf which was one time used as a fish or saltery house and later used by one George F. Forrest for the purposes of the Juneau Iron Works.

Answer. Yes.

Direct Interrogatory No. 7: If your answer to interrogatory No. 6 is in the affirmative, state whether or not during your residence in said city, you were acquainted with that portion of the beach or water-

(Deposition of John R. Mitchell.)

front extending south from said Carroll wharf, 300 or 400 feet to what was known as the C. W. Young wharf or float.

Answer. Yes.

Direct Interrogatory No. 8: Did you know George E. James, a man who conducted a sawmill at Douglas, Alaska, while you resided in Juneau?

Answer. Yes.

Direct Interrogatory No. 9: Please state whether or not you, on behalf of the concern with which you were connected, ever had any business dealings with said George E. James, and, if so, state what those business dealings were?

Answer. The Alaska Gastineau and Alaska Perseverance Companies bought lumber from George E. James from 1908 to 1911. James delivered it on a scow to a slip near the old fish house referred to in question number six (6).

Direct Interrogatory No. 10: If your answer to interrogatory No. 9 is in the affirmative, please state, if you know, whether or not, a portion of the waterfront or tide lands at Juneau was used in said transactions.

Answer. George E. James delivered the lumber on a scow; we unloaded the lumber from the scow to the Alaska Perseverance Companies wagons.

Direct Interrogatory No. 11: If your answer to interrogatory No. 10 is in the affirmative, please state as near as you can recollect, the particular portion of waterfront or tide lands which was used in carrying

(Deposition of John R. Mitchell.)

out the said business dealings, and fully describe the same.

Answer. There was a gridiron built at a point near the old fish house; it was somewhere between 100 and 500 feet below the fish house, that is, towards the city wharf. [679]

Direct Interrogatory No. 12: Please state whether or not there were any structures on that piece of waterfront described in your answer to interrogatory No. 11, as having been used in the course of said business dealings; and, if you say any such structures existed, please describe them fully.

Answer. The structure on this piece of property consisted of the gridiron for the scow to rest on during low water, some long piles to which the scow was tied, a plank road about 12 feet wide from the gridiron to the street. The gridiron was 10 or 12 feet vertical below the level of the street. The approach from the gridiron to the street was on an incline.

Direct Interrogatory No. 13: Please state, if you recollect, the year and the approximate month in which the city of Juneau decked and planked the street passing said above-mentioned waterfront which you stated was used in the course of said business dealings.

Answer. It was in the summer or fall of 1906.

Direct Interrogatory No. 14: Please state whether there was any connection between said street and the structures located on said waterfront, if you answered that there were structures on said waterfront, and answered that said waterfront was used; and, if

(Deposition of John R. Mitchell.)

you say there was such a connection, please describe it fully.

Answer. The gridiron was 20 or 40 feet south of the street and 10 feet or more lower than the street.

Direct Interrogatory No. 15: Please state, if you answered that there were structures on the waterfront which you say were used in said business dealings, how you obtained access to the same from the upland or from this street, if you did have access to the said structure from either the upland or the street.

Answer. There was a planked incline road leading from the main street down to the gridiron.

Direct Interrogatory No. 16: If you answered that there were any structures on said piece of waterfront that *that* they were used in the course of said business dealings, state whether or not the company by which you were employed had any interest in the same.

Answer. No.

Direct Interrogatory No. 17: If you answered that there were structures on that piece of waterfront used in the course of said business dealings, under whose authority or acquiescence did you use the same, and who, so far as you know, caused the said structures to be built and erected on said waterfront.

Answer. So far as I know, James had the gridiron and road leading to it built. [680]

Direct Interrogatory No. 18: Did any company with which you were connected own and use a scow in Juneau or vicinity during the time you were connected with said company?

(Deposition of John R. Mitchell.)

Answer. The Alaska Perseverance or Alaska Gastineau Companies did not own a scow while I was superintendent.

Direct Interrogatory No. 19: If your answer to interrogatory No. 18 is in the negative, please state whether or not you, on behalf of the company with which you were so connected ever had occasion to use a scow at Juneau, in the course of any business dealings with the hereinbefore mentioned George E. James, defendant in this case.

Answer. I once borrowed a scow from George E. James.

Direct Interrogatory No. 20: If your answer to interrogatory No. 19 is in the affirmative, please state from whom you obtained said scow.

Answer. George E. James.

Direct Interrogatory No. 21: If your answer to interrogatory No. 19 is in the affirmative, please state what those particular business dealings were and describe them fully.

Answer. The Alaska Perseverance Mining Company had a gas engine and gas producer at Juneau, this was loaded on a scow at the George E. James' gridiron and taken to Sheep Creek, the scow used was borrowed from George E. James.

Direct Interrogatory No. 22: If your answer to interrogatory No. 19 is in the affirmative, please state for what purpose the said scow was used.

Answer. To take the said gas engine and gas producing plant.

Direct Interrogatory No. 23: If your answer to in-

(Deposition of John R. Mitchell.)

terrogatory No. 19 is in the affirmative, please state between what towns or camp or places the said scow was used.

Answer. From Juneau to Indian John's camp near Sheep Creek.

Direct Interrogatory No. 24: If your answer to interrogatory No. 19 is in the affirmative, and if you have further answered that Juneau was one of the places where said scow was used, please describe the particular portion of the said waterfront at Juneau on which said scow was landed, if the said scow was landed at some place on the waterfront at Juneau.

Answer. The scow was on the James' gridiron near the old fish house when the machinery was loaded.
[681]

Direct Interrogatory No. 25: If your answer to interrogatory No. 24 is in the affirmative, state whether or not the particular piece of waterfront upon which said scow was landed was the same piece of waterfront upon which was situated the structure to which you refer to in your answer to interrogatory No. 12, if you answered that interrogatory affirmatively.

Answer. Yes.

Direct Interrogatory No. 26: If there is anything further that occurs to your mind relative to the business dealings and transactions between you and Mr. James in regard to the use of said waterfront, please state the same fully, to the best of your recollection.

Answer. Mr. James was supplying the Alaska Perseverance Mining Company with the lumber to build the engine-house at Sheep Creek John's Cabin and

(Deposition of John R. Mitchell.)

was delivering the lumber there, and we had the use of his scow to move the machinery from Juneau to Sheep Creek.

Direct Interrogatory No. 27: State the year and month that you came to Juneau and took charge of said business concern referred to hereinbefore.

Answer. I came to Juneau near the end of June, 1905; took charge of the Alaska Perseverance on 1st of July, 1905.

Direct Interrogatory No. 28: State whether or not, on your arrival at Juneau and taking charge of said business concern, the said concern was using a grid-iron on the waterfront of Juneau for any purpose.

Answer. Yes.

Direct Interrogatory No. 29: If your answer to interrogatory No. 28 is in the affirmative, describe as nearly as possible the situs or location of said grid-iron on said waterfront.

Answer. It was 100 feet or more from the fish house.

Direct Interrogatory No. 30: If your answer to interrogatory No. 28 is in the affirmative, state the purpose for which said gridiron was used.

Answer. The Joshua Hendy Company, of San Francisco, had a contract to build a stamp-mill for the Alaska Perseverance Mining Company. The Hendy Company bought the lumber for the mill at Wrangle. The Lumber was brought from Wrangle to Juneau in scows and unloaded on this gridiron. This gridiron was higher than the gridiron that James afterward built. The top of the Hendy grid-

(Deposition of John R. Mitchell.)

iron was supposed to be on the level of the mean high tide; the top of the James gridiron was about half tide.

Direct Interrogatory No. 31: If your answer to interrogatory No. 28 is in the affirmative, state when you discontinued the use of said gridiron.

Answer. In the spring or summer of 1906, the lumber and poles used in construction were hauled to the Alaska Perseverance mine and used there. [682]

Direct Interrogatory No. 32: If your answer to interrogatory No. 28 is in the affirmative, describe as accurately as possible the manner in which said gridiron was constructed.

Answer. There were poles sunk from 1 to 3 feet in the sand and 10"x12" stringers spiked to the poles, I am not sure of the dimensions of the stringers. I think that there were 4 sets of stringers each 40' or 60' long. There was no decking on these stringers. The lumber unloaded from the scows was rolled crosswise on to these stringers. The top of the stringers was a little lower than the high spring tides.

Direct Interrogatory No. 33: If your answer to interrogatory No. 28 is in the affirmative, state what was done with the materials of which the gridiron was constructed after you ceased to use the gridiron.

Answer. In the spring of 1906 the Alaska Perseverance Mining Company took over from the Hendy Company all the lumber and material that they had delivered in Juneau. In the fall of 1906 the Alaska Perseverance Company having no further use for the gridiron, they had it taken down and

hauled the poles and timber to their mines in Silver Bow Basin.

JOHN R. MITCHELL,

Witness.

Certificate of Notary.

State of Colorado,

City and County of Denver,—ss.

I, Alice Quinn, a Notary Public in and for said City and County of Denver, State of Colorado, do hereby certify that, before proceeding to the examination, the witness, John R. Mitchell, in the foregoing deposition named, was by me sworn to tell the truth, the whole truth and nothing but the truth in said cause; that said deposition was taken by me at my office in the City and County of Denver, and State of Colorado, on the sixth day of June, A. D. 1914, between the hours of 9:30 A. M. and 3:30 P. M., of said day, in accordance with the annexed stipulation; that said deposition was reduced to writing by me, and when completed was by me carefully read to said witness and being by him corrected, was by him subscribed in my presence.

IN WITNESS WHEREOF, I have hereunto subscribed my [683] hand and affixed my official seal, this Eighth day of June, A. D. 1914.

[Seal]

ALICE QUINN,

Notary Public in and for the City and County of Denver, State of Colorado.

My commission expires on the 1st day of May,
A. D. 1917.

Direct Interrogatories.....\$ 8.25

Cross-interrogatories 4.25

Total.....\$12.50

[684]

*In the District Court for the District of Alaska,
Division No. 1, at Juneau.*

No. 1024-A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Deposition of John R. Mitchell.

State of Colorado,

City and County of Denver,—ss.

Cross-interrogatory No. 1: When did you first become acquainted with the old Carroll wharf and wharf site and how frequently had you occasion to visit it during your residence in Juneau?

Answer. Some time about the 1st of July, 1905. Thomas & Co. used it at that time as a fish house. I visited it several times in 1905 and 1906; some years afterwards it was used as a glove factory and afterwards by the Juneau Iron Works, with whom I did business for the Alaska Perseverance and Alaska Gastineau Companies.

(Deposition of John R. Mitchell.)

Cross-interrogatory No. 2: When did you first become acquainted with that portion of the beach or waterfront mentioned in direct interrogatory No. 7, and how frequently did you have occasion to visit it during your residence in Juneau?

Answer. On the 1st of July, 1905. From the 1st of July, 1905 to November, 1905, I had occasion to visit it two or three times a week. I was well acquainted with that piece of waterfront during my residence in Juneau.

Cross-interrogatory No. 3: If you have answered direct interrogatory No. 10 in the affirmative, please give the dates of such transactions mentioned therein.

Answer. The Alaska Perseverance Company bought lumber from George E. James in 1908 and up to the year 1911.

Cross-interrogatory No. 4: If you have answered direct interrogatory No. 12 in the affirmative, please state who erected such structure or structures and by whom or for whom the same were occupied and were the said structures erected or occupied by any person or corporation adversely to the Pacific Coast Company. If so, by whom or what corporation [685] and when such adverse claim was made.

Answer. Mr. George E. James erected the structures at least he told me he did when the Alaska Perseverance Mining Company contracted for some lumber from him. I do not know, neither did I enquire if Mr. James had permission from any corporation to erect such structures.

Cross-interrogatory No. 5: If you have answered

(Deposition of John R. Mitchell.)

direct interrogatory No. 26 in the affirmative, please give the dates of the business dealings and transactions therein referred to.

Answer. It was in the spring of 1909, probably March or April month.

Cross-interrogatory No. 6: Did you have on behalf of the Alaska Perseverance Mining Company any negotiations with the Pacific Coast Company with reference to using or occupying a portion of the tide lands between the old Carroll-Murray wharf and the C. W. Young wharf, and if so please state in detail what those negotiations consisted of and with whom you negotiated and what the result was.

Answer. In 1907 the Alaska Perseverance Mining Company rented a portion of the City wharf and at that time the Pacific Coast Company offered to lease a portion of the Carroll wharf site to the Alaska Perseverance Company. I had a talk with Messrs. Swan and Pinneo, I think it was in 1906 or spring of 1907. It was a parcel about 100 feet wide adjoining Chief Johnson's house.

Cross-interrogatory No. 7. Did you have on behalf of the Alaska Perseverance Mining Company any negotiations with either Charles E. Davidson, as received of the Willson-Sylvester Estate at Wrangell or with the Joshua-Hendy Iron Works of San Francisco with reference to using or occupying a portion of the tide lands between the old Carroll-Murray wharf and the C. W. Young wharf? If so, please state in detail what those negotiations con-

(Deposition of John R. Mitchell.)

sisted of, with whom you negotiated and what the result was.

Answer. I do not recollect any transactions with any of the parties mentioned.

Cross-interrogatory No. 8: Did the Alaska Perseverance Mining Company use or occupy for any purpose a portion of such tide lands?

Answer. Not that I know of.

Cross-interrogatory No. 9: Did any person or corporation use or occupy for any purpose on behalf of the Alaska Perseverance Mining Company any portion of such tide land?

Answer. At the time I took charge of the Alaska Perseverance Mining Company property in July, 1905, the Joshua Hendy Machine Company had a contract to build a stamp mill in Silver Bow Basin for the Alaska Perseverance Mining Co. The Hendy Co. were to supply all machinery and lumber to Juneau. The Alaska Perseverance Company were to haul the said lumber and machinery to the Silver Bow Basin. The Joshua Hendy Company bought the [686] lumber at Wrangle and delivered it on a gridiron erected on these tide lands, from which the Alaska Perseverance teams hauled the lumber to the Basin.

Cross-interrogatory No. 10: If you have answered either or both of cross-interrogatories Nos. 8 and 9 in the affirmative, please state which portion of the said tide lands was so used or occupied and for what period of time, giving the dates, if possible, and please state whether such premises were so used or

(Deposition of John R. Mitchell.)

occupied under permission or lease from either the Pacific Coast Company or George E. James.

Answer. On July 1st, 1905, the Joshua Hendy Company had lumber on the gridiron referred to. It was sometime in the fall of 1906 that the gridiron was taken away by the Alaska Perseverance Mining Company. I have no recollection of ever seeing any permission or lease of the lands to Hendy Co. or the Alaska Perseverance Co.

Cross-interrogatory No. 11: Did the Alaska Perseverance Mining Company have an arrangement with Joshua Hendy Iron Works or with the Wrangell sawmill with reference to the furnishing of lumber, materials and supplies for the construction of the Perseverance mill?

Answer. The Joshua Hendy Company had a contract from the Alaska Perseverance Company to build a stamp mill as stated in Cross-interrogatory No. 9.

Cross-interrogatory No. 12: If so, please state in detail with whom such an arrangement was made, the terms of said arrangement and whether the terms were written or verbal.

Answer. The Joshua Hendy Iron Works brought the lumber for the construction of a part of the Perseverance mill from the Wrangel sawmill. I do not know what the terms were, it was a matter between the Joshua Hendy Iron Works and the receiver of the Wrangle sawmill.

Cross-interrogatory No. 13: If you have answered cross-interrogatory No. 12 in the affirmative, please

(Deposition of John R. Mitchell.)

state if any portion of the said tide lands were used or occupied in connection with such arrangement.

Answer. The lumber from the Wrangle sawmill was unloaded on a gridiron situate between one hundred and four hundred feet down the channel from the Carroll wharf.

Cross-interrogatory No. 14: If you have answered cross-interrogatory No. 13 in the affirmative, please state what portion of said tide lands was so used or occupied and for what period of time, giving dates if you are able.

Answer. The gridiron was composed of poles set in the sand on top of which were stringers of heavy timbers. I think it was 30 to 40 feet wide and 40 to 60 feet in length. Its length was at right angles to the shore line. [687]

Cross-interrogatory No. 15: Did you have any correspondence with the Pacific Coast Company with reference to the use and occupation by the Alaska Perseverance Mining Company of said tide lands? If, so, please attach the same to your deposition, properly marked for identification. If after making a diligent search you are unable to find such correspondence, please state the substance of such correspondence and the result obtained therefrom.

Answer: I have no correspondence with the Pacific Coast Company and I do not recollect the substance if there was any correspondence.

Cross-interrogatory No. 16: Did you have any correspondence with Charles E. Davidson as receiver of the Willson-Sylvester Estate at Wrangell, Alaska,

(Deposition of John R. Mitchell.)

with reference to the occupation and use of said tide lands? If so, please attach such correspondence to your deposition properly marked for identification. If after making a diligent search for the same you are unable to find such correspondence, please state the substance of such correspondence and the result obtained therefrom.

Answer: I have no recollection of ever having any correspondence with Charles E. Davidson as receiver of the Willson-Sylvester Estate.

Cross-interrogatory No. 17: During the period of your residence in Juneau did you know of any claim being made by George E. James adverse to the Pacific Coast Company in the tide lands in dispute in this case? If so, please state when you first became aware of such adverse claim and how frequently you heard the same made by Mr. James. Also please state the particular portion of said tide lands to which Mr. James laid such adverse claim.

Answer. I do not remember of having heard of any such claim during my residence in Juneau.

JOHN R. MITCHELL,

Witness.

Certificate of Notary.

State of Colorado,

City and County of Denver,—ss.

I, Alice Quinn, a Notary Public in and for said City and County of Denver, State of Colorado, do hereby certify that, before proceeding to the examination, the witness, John R. Mitchell, in the foregoing deposition named, was by me sworn to tell the

truth, the whole truth and [688] nothing but the truth in said cause; that said deposition was taken by me at my office in the City and County of Denver, and State of Colorado, on the Sixth day of June, A. D. 1914, between the hours of 9:30 A. M. and 3:30 P. M., of said day, in accordance with the annexed stipulation; that said deposition was reduced to writing by me, and when completed was by me carefully read to said witness; and being by him corrected, was by him subscribed in my presence.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal, this Eighth day of June, A. D. 1914:

[Seal]

ALICE QUINN,

Notary Public in and for the City and County of Denver, State of Colorado.

My commission expires on the 1st day of May, A. D. 1917.

Cross-interrogatories\$ 4.25

Direct Interrogatories\$ 8.25

Total.....\$12.50

[Endorsed]: Court No. 1024-A. In the District Court for the Territory of Alaska, Division No. One, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Stipulation Direct and Cross-interrogatories Propounded to John R. Mitchell, and Answers of John R. Mitchell Thereto, and Certificate of Notary Public. Gunnison & Robertson Attorneys-at-law, Juneau, Alaska. Filed in the District Court, District

of Alaska, First Division, Jun. 25, 1914. J. W. Bell,
Clerk. By J. J. Clarke, Deputy. [689]

*In the District Court for the Territory of Alaska
Division Number One, at Juneau.*

Court No. 1024-A.

Pacific Coast Company,

Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,

Defendants.

Stipulation.

It is hereby stipulated by and between respective counsel for the above-named plaintiff, the Pacific Coast Company and the above-named defendant, George E. James, that the deposition of T. A. Harper, of the city of Dundee, State of Oregon, witness on behalf of said defendant in the above-entitled action, may be taken before G. A. Dearborn, a Notary Public in and for the County of Yamhill, State of Oregon, at his office in said county and State, or before such other officer as may be designated by said defendant.

That upon service upon said plaintiff a copy of the written direct interrogatories herewith, proposed to be propounded to said witness, the said plaintiff shall, within five days after receipt thereof, submit to the said defendant, its cross-interrogatories, together with a copy thereof proposed to be propounded to said witness; and that thereupon the

original of said proposed direct and cross-interrogatories, together with a certificate, shall be attached to this stipulation, and thereupon forwarded to the said notary public for the taking of said deposition in accordance herewith, and after the taking [690] of the deposition of said witness, the same shall be returned, together with this stipulation, by United States mail, in a sealed envelope, to the clerk of the above-entitled court at Juneau, Alaska.

AND it is hereby stipulated that all objection to the giving of the statutory notice of the taking of the deposition and nonissuance of a commission out of said court, shall be and is hereby waived.

And when so taken, the said deposition may be used in the trial of said action subject to the same objections except as to the form of interrogatories as if the said witness was there personally present and testifying therein.

Dated at Juneau, Alaska, May 20, 1914.

SHACKLEFORD & BAYLESS,

Attorneys for Plaintiff.

GUNNISON & ROBERTSON,

Attorneys for Defendant, George E. James.

[Endorsed]: Court No. 1024-A. In the District Court for the Territory of Alaska, Division No. One, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Stipulation. Gunnison & Robertson, Attorneys-at law, Juneau, Alaska. [691]

*In the District Court for the Territory of Alaska,
Division Number One, at Juneau.*

Court No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Deposition of T. A. Harper.

State of Oregon,
County of Yamhill,—ss.

Direct Interrogatory No. 1: Please state your name, occupation, present residence and whether or not you are more than twenty-one years of age.

Answer: Theodore Acland Harper. Fruit-grower. Dundee, Yamhill County, Oregon. I am more than twenty-one years of age.

Direct Interrogatory No. 2: State whether or not you ever lived at Juneau, in the Territory of Alaska.

Answer: I did.

Direct Interrogatory No. 3: Please state what, if any, business you were connected with in Juneau, or vicinity, and in what capacity.

Answer: Alaska Treasure Gold Mining Company, as General Manager.

Direct Interrogatory No. 4: Please state during what years you were connected with the said business concern in said capacity, at Juneau, set forth in your last preceding answer.

Answer: May, 1910, to December, 1911.

Direct Interrogatory No. 5: State whether or not you were generally acquainted with the waterfront at Juneau during the time that you resided in said city.

Answer: I was.

Direct Interrogatory No. 6: State whether or not you were acquainted with the location of the old Carroll wharf, one time used as a fish or saltery house and later used by one George F. Forrest for the purposes of the Juneau Iron Works.

Answer: I was.

Direct Interrogatory No. 7: State whether or not, during your residence in Juneau, you were acquainted with that portion of the waterfront and tide lands extending south from said Carroll wharf 300 or 400 feet to what was known as the C. W. Young wharf.

Answer: I was. [692]

Direct Interrogatory No. 8: Did you know George E. James, a man who conducted a sawmill at Douglas, Alaska, while you resided in Juneau?

Answer: I did.

Direct Interrogatory No. 9: Please state whether or not you, on behalf of the concern with which you were connected, ever had any business dealings with said George E. James, and, if so, state what those business dealings were.

Answer: On behalf of my company I was a regular buyer of lumber at the James sawmill in Douglas. On different occasions I hired his scows and used his

gridiron at Juneau for berthing my company's scows.

Direct Interrogatory No. 10: State whether or not you, on behalf of your said concern, ever had occasion to use any portion of said waterfront and tide lands, and, if so, according to your best recollection, describe the part used by you.

Answer: I had. That portion of waterfront between Juneau Iron Works and C. W. Young wharf known as the James gridiron together with the connecting approaches from Franklin Street.

Direct Interrogatory No. 11: State for what purposes you used the part of the waterfront which you say you used, and in what manner, and under what circumstances, the occasion for its use arose.

Answer: I used the James gridiron on a number of different occasions to berth my company's scows; also at one time for repairing and caulking a scow belonging to my company, on which occasion I had the gridiron in use for a period of two weeks.

Direct Interrogatory No. 12: State if there were any structures or buildings upon the part of the waterfront which you say you used at the time you used it, and, if so, describe them.

Answer: There were. Immediately to the north of the C. W. Young wharf was the James gridiron which, with its approaches from Franklin Street, occupied all that section of the waterfront from the street line to about low water.

Direct Interrogatory No. 13: State whether or not you obtained the acquiescence or permission of any person to use that part of the waterfront which you

say you used, and, if so, give the name of the person from whom such permission or acquiescence was secured.

Answer: I did. George E. James.

Direct Interrogatory No. 14: State generally the terms and conditions under which you began and did use that portion of the waterfront which you say you used.

Answer: First, I had general permission to use the James gridiron to berth the company's scow when the gridiron was not otherwise in use. This permission extended over most of my residence in Juneau. In order to effect scow repairs I obtained specific permission from George E. James to occupy the gridiron between spring tides.

Direct Interrogatory No. 15: State, as near as you can recollect, the year and month that you first used that part of the waterfront [693] and tide lands which you say you used, and during what year or years or month or months, your said use thereof continued.

Answer: I cannot give dates covering my actual use of the gridiron for berthing purposes, and loading and unloading, but the use extended over more than twelve months between May, 1910, and December, 1911. My scow was on the gridiron for caulking and repairs from April 30th, to May 8th, 1911, inclusive.

Direct Interrogatory No. 16: Please state, if you recollect, whether or not the city street commonly known as Franklin Street, was decked and planked

at the time of your use of that portion of the waterfront which you say you used.

Answer: It was.

Direct Interrogatory No. 17: State, according to your best recollection, the manner and means by which you obtained access to the structures, situate on that part of the waterfront and tide lands which you say you used, from the said street, if you did have access to the same from said street.

Answer: I obtained access to the gridiron by means of an inclined plank wagon-way connecting Franklin Street with the gridiron.

Direct Interrogatory No. 18: State whether or not there was any connection between said structures on that part of said waterfront and tide lands which you say you used and said Franklin Street and if so describe said connection, i. e., of what it consisted and how the two were connected.

Answer: The connection between Franklin Street and the gridiron was an inclined plank wagon-road, connected at the top end with the Franklin Street plank grade and at the bottom end with the timbers of the gridiron, the bottom portion of the approach being parallel to, and level with, the top of the gridiron.

Direct Interrogatory No. 19: State whether there was any change in the condition of said structures or said connections from the same to the street, during the time you used the same.

Answer: There was.

Direct Interrogatory No. 20: State whether or not,

by reason of the change of condition in said structures or connections, it was necessary to do anything in the way of repairing or restoring them to their former condition.

Answer: It was.

Direct Interrogatory No. 21: State whether it was the structure or the connection, or both, which was repaired.

Answer: Both.

Direct Interrogatory No. 22: Please state who made said repairs, or paid for the making of them.

Answer: The Alaska Treasure Gold Mining Company.

Direct Interrogatory No. 23: State at whose request or representation said repairs were made by said company.

Answer: At the request of George E. James.
[694]

State of Oregon,
County of Yamhill,—ss.

I, Theodore Acland Harper, being first duly sworn, depose and say, upon oath, that the foregoing answers to Direct Interrogatories Nos. 1 to 23, inclusive, are true and correct, according to the best of my information, knowledge and belief.

THEODORE A. HARPER.

Subscribed and sworn to before me this 6th day of June, A. D. 1914.

[Seal]

G. A. DEARBORN,
Notary Public for Oregon. [695]

In the District Court for the District of Alaska, Division No. 1, at Juneau.

No. 1024-A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Cross-Interrogatories Propounded to T. A. Harper.

Cross-interrogatory No. 1: When did you first become acquainted with the old Carroll-Murphy wharf and wharf site and how frequently did you have occasion to visit it during your residence in Juneau?

Answer: If the old Carroll-Murphy wharf and wharf site is the same as the present Juneau Iron Works I first became acquainted with it shortly after my arrival in Juneau in May, 1910, and I had occasion to visit it frequently from that date until December, 1911.

Cross-interrogatory No. 2: When did you first become acquainted with that portion of the beach or waterfront mentioned in direct interrogatory No. 7 and how frequently did you have occasion to visit it during your residence in Juneau.

Answer: Shortly after my arrival in Juneau in May, 1910. I had occasion to visit it at regular and frequent intervals during my entire residence in Juneau.

Cross-interrogatory No. 3: If you have answered direct interrogatory No. 10 in the affirmative please

give the dates of such transactions mentioned therein.

Answer: I cannot give actual dates of the various occasions when I used the gridiron for berthing purposes. [696] I used it for repair purposes from April 30th to May 8th, 1911, inclusive.

Cross-interrogatory No. 4: If you have answered direct interrogatory No. 12 in the affirmative, please state who erected such structure or structures and by whom or for whom the same were occupied and whether the said structures were erected or occupied by any person or corporation adversely to the Pacific Coast Company. If so, by whom or what corporation and when such adverse claim was made.

Answer: I am unable to state who erected these structures. They were occupied by George E. James. I know nothing about the Pacific Coast Company in connection with these structures or their use.

Cross-interrogatory No. 5: If you have answered direct interrogatory No. 9 in the affirmative, please give the dates of the business dealings therein referred to.

Answer: May, 1910, to December, 1911.

Cross-interrogatory No. 6: Did you have, on behalf of the company you were connected with, any negotiations with the Pacific Coast Company with reference to using or occupying a portion of the tide lands between the old Carroll-Murphy wharf and the C. W. Young wharf and if so state in detail what those negotiations consisted of, with whom you negotiated, describe the particular property involved and state what the result was.

Answer: I had no negotiations with the Pacific Coast Company.

Cross-interrogatory No. 7: Did the Alaska Perseverance Mining Company, during your residence in Juneau, use or occupy for any purpose any portion of such tide lands? [697] If so, state the dates of such use or occupation.

Answer: Yes, they did. I can give no dates.

Cross-interrogatory No. 8: Did any person or corporation use or occupy for any purpose on behalf of the Alaska Perseverance Mining Company any portion of such tide land? If so, give the dates of such use or occupation.

Answer: I do not know.

Cross-interrogatory No. 9: If you have answered either or both of direct interrogatories Nos. 9 and 10 in the affirmative, please state which portion of the said tide lands was so used or occupied and for what period of time, giving the dates if possible, and please state whether such premises were so used or occupied under permission or lease from either the Pacific Coast Company or Gorge E. James.

Answer: That portion of the tide lands known as the James gridiron. I used the James gridiron generally between May, 1910, and December, 1911, and exclusively from April 30th, to May 8th, 1911. Such use was by permission of George E. James.

Cross-interrogatory No. 10: If you have answered direct interrogatory No. 11 in the affirmative, please state how frequently you had occasion to use said waterfront, giving the dates of such use if possible.

Answer: On a number of different occasions be-

tween May, 1910, and December, 1911. The only specific dates I can give are April 30th to May 8th, 1911, inclusive.

Cross-interrogatory No. 11: If you have answered direct interrogatory No. 12 in the affirmative, please state, if [698] you know, who erected such structure or for whom the same was erected.

Answer: I do not know.

Cross-interrogatory No. 12: If you answered direct interrogatory No. 15 in the affirmative, please state how continuously or frequently you used such tide lands.

Answer: Several times a month between May, 1910, and December, 1911.

Cross-interrogatory No. 13: During the period of your residence in Juneau did you know of any claim being made by George E. James adverse to the Pacific Coast Company to the tide lands in dispute in this case? If so, please state when you first became aware of such adverse claim and how frequently you heard the same made by Mr. James; also please state the particular portion of the said tide lands to which Mr. James made such adverse claim.

Answer: During my residence in Juneau I had no knowledge whatever of any dispute as to George E. James' ownership of these tide lands.

State of Oregon,
County of Yamhill,—ss.

I, Theodore Acland Harper, being first duly sworn, depose and say, upon oath, that the foregoing answers to cross-interrogatories Nos. 1 to 13, inclusive, are

true and correct, according to the best of my information, knowledge and belief.

THEODORE A. HARPER.

Subscribed and sworn to before me this 6th day of June, A. D. 1914.

[Seal]

G. A. DEARBORN,
Notary Public for Oregon. [699]

State of Oregon,
County of Yamhill,—ss.

I, G. A. Dearborn, a Notary Public in and for said County of Yamhill, State of Oregon, do hereby certify that before proceeding to the examination, the witness, T. A. Harper, in the foregoing deposition named, was by me duly sworn to tell the truth, the whole truth and nothing but the truth in said cause; that said deposition was taken by me at my office in the city of Dundee, in said County of Yamhill and State of Oregon, on the sixth day of June, 1914, between the hours of 9 A. M. and 12 M. of said day, in accordance with the annexed stipulation; that said deposition was reduced to writing by me, and when completed was by me carefully read to said witness; and being by him corrected, was by him subscribed in my presence.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal, this 6th day of June, 1914.

[Seal]

G. A. DEARBORN,
Notary Public in and for the County of Yamhill,
State of Oregon.

My commission expires on the 2d day of April, 1916.

Cost of deposition—\$10.00.

[Endorsed]: Court No. 1024—A. In the District Court for the Territory of Alaska, Division No. One, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Stipulation. Direct and Cross-interrogatories Propounded to T. A. Harper, and Answers of T. A. Harper Thereto, and Certificate of Notary Public. Gunnison & Robertson, Attorneys at Law, Juneau, Alaska, Filed in the District Court, District of Alaska, First Division. Jun. 25, 1914. J. W. Bell, Clerk. By J. J. Clarke, Deputy. [700]

*In the District Court for the Territory of Alaska,
Division Number One, at Juneau.*

Court No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Deposition of Capt. H. H. Lloyd.

State of Washington,
County of King,—ss.

Capt. H. H. LLOYD, a witness being produced on behalf of the plaintiff, being first duly sworn to testify the truth, the whole truth and nothing but the truth, testified as follows:

In answer to Direct Interrogatory No. 1 he says: "H. H. Lloyd; residence, Seattle; age, 75."

In answer to Direct Interrogatory No. 2 he says: "Master mariner."

In answer to Direct Interrogatory No. 3 he says: "No."

In answer to Direct Interrogatory No. 4 he says: "About 1907."

In answer to Direct Interrogatory No. 5 he says: "Master mariner, except in 1882."

In answer to Direct Interrogatory No. 6 he says: "I was U. S. Inspector afloat, employed between Portland, Ore. and Alaska Ports, the year before Captain J. C. Hunter came to Juneau as master of the S. S. 'Idaho.' By best recollection is that Capt. Hunter came to Juneau on the S. S. 'Idaho' in the spring of 1884; at least it was in the spring of the year 1884, or 1885, that Hunter came to Juneau, and I became U. S. Inspector afloat, as above stated, the October before. I continued to be inspector for about nine months, and immediately thereafter I became a pilot and master on steamships of the Pacific Coast Company plying between Portland, Seattle, Juneau and other Alaskan ports; part of the time I acted as master and part of the time as pilot, until the year 1907, continuously, plying between ports on the west coast of the U. S. and Juneau and other Alaska ports, and as far north as Nome." [701]

7. In answer to Direct Interrogatory No. 7 he says: "I did not sail on any ship in the year 1882. It was in the year 1883 or at the latest in the spring of 1884, that I was U. S. Inspector on the S. S.

‘Idaho,’ Carroll, master, and on the S. S. ‘Ancon’ and then back to the S. S. ‘Idaho,’ of which Capt. Hunter had become master. Those ships plied between Portland, Juneau, Sitka and other Alaskan points, and my services as inspector on those ships continued for about nine months. Immediately thereafter I became pilot on the S. S. ‘Ancon’ and continued to be master or pilot continuously from that time till 1907, plying between said points on various ships.”

8. In answer to Direct Interrogatory No. 8 he says: “As stated above in the year 1883 and 1884, I sailed on the S. S. ‘Idaho’ and ‘Ancon’ between Portland and Juneau, as U. S. inspector, and as master and pilot.”

9. In answer to Direct Interrogatory No. 9 he says: “In 1883 and 1884 the ships above mentioned landed at what was known at that time as the Carroll-Murray wharf.”

10. In answer to Direct Interrogatory No. 10, he says: “The said wharf consisted of a warehouse and wharf extending from the line of high tide out into the water, a distance of about 250 feet, as near as I can recall. The wharf was a crib wharf. The outer part or face of the dock was in about 20 feet of water at low tide. The wharf and warehouse were substantial structures and amply large enough to answer all the demands of commerce at that time.”

11. In answer to Direct Interrogatory No. 11, he says: “The face of the wharf was from 50 to 60 feet across.”

12. In answer to Direct Interrogatory No. 12, he

says: "I made no landings in 1882. In 1883 and 1884 we generally made port landings at said wharf; it is barely possible we occasionally made a starboard landing."

13. In answer to Direct Interrogatory No. 13, he says: "It was not possible to tie up the ship to the wharf alone in all kinds of weather; it was necessary to take the head and stem lines ashore and made them fast to piles which were driven and used for this purpose at about the line of ordinary high water. When the tide was high we had to run the lines mentioned ashore to the piles in small boats; when the tide was low we threw the heaving line ashore and men would drag the head and stem lines to the piles and fasten them. The head and stem lines were each about 100 fathoms in length and nearly the whole line would necessarily be used and stretched from the ship to the pile in making the ship fast."

14. In answer to Direct Interrogatory No. 14, he says: "When I first sailed to Juneau, as above stated, piles were driven in the tide lands adjacent to the Carroll-Murray wharf for the purpose of mooring vessels to, and they were so used by all the ships that I was on for many years—up to about the year 1896. And they were so used by other ships for the same purpose. I cannot say exactly where those piles were driven but because of the length of [702] the head line used in making port landings, the south pile was not less than from 300 to 350 feet along the shore in a southerly direction from the southeast end of the warehouse; the pile north of the wharf was something about the same distance north of the wharf."

15. In answer to Direct Interrogatory No. 15 he says: "No."

16. In answer to Direct Interrogatory No. 16, he says: "From before the time I commenced going to Juneau, as above stated, until sometime after 1896."

17. In answer to Direct Interrogatory No. 17, he says: "At the Carroll-Murray wharf."

18. In answer to Direct Interrogatory No. 18, he says: "At the Carroll-Murray wharf."

19. In answer to Direct Interrogatory No. 19, he says: "Yes, because when I last landed at Juneau the new wharf of the Pacific Coast Company had been built, but up to the time the new wharf was built about the year 1896, there was no change in the way ships were landed, as above described, at the Carroll-Murray wharf—the piles were used continuously and of necessity in making the ships fast at the wharf."

20. In answer to Direct Interrogatory No. 20, he says: "Yes, I was master or pilot of the ships."

21. In answer to Direct Interrogatory No. 21, he says: "Yes, I know what the practice was of the masters of vessels in landing their ships at the Carroll-Murray wharf in Juneau, from the time I first went there as above stated, until about the year 1896. The manner of landing and mooring the vessels was above described."

22. In answer to Direct Interrogatory No. 22, he says: "A wharf site at least 600 feet in length, that is, running the general direction of the beach was necessary, and extending from the beach outward to a sufficient depth of water. On account of the wharf being not more than about 50 to 60 feet across its face, and because of the distance the wharf extended

into deep water, it was necessary, to have considerable distance along the shore, on each side of the dock. The prevailing winds being from the southward it was especially necessary to have a long space for the head line to reach, a long distance down the shore; otherwise too great a strain would be put on the wharf."

23. In answer to Direct Interrogatory No. 23, he says: "No."

24. In answer to Direct Interrogatory No. 24, he says: "Yes."

25. In answer to Direct Interrogatory No. 25, he says: "Nothing."

26. In answer to Direct Interrogatory No. 26, he says: "Map marked Exhibit 'A' hereto attached is a substantially correct representation of the location of the Carroll-Murray wharf and surrounding shore line when I first went there in the spring of 1883 and as it remained for many years. The 'Original Wharf,' as colored in yellow, is the wharf I have been testifying about." [703]

1. In answer to Cross-Interrogatory No. 1, he says: "No."

2. In answer to Cross-Interrogatory No. 2, he says: "7 years."

3. In answer to Cross-Interrogatory No. 3, he says: "Christmas, 1907, last time I was in Juneau."

4. In answer to Cross-Interrogatory No. 4, he says: "No."

5. In answer to Cross-Interrogatory No. 5, he says: "No."

6. In answer to Cross-Interrogatory he says:

7. In answer to Cross-Interrogatory No. 7, he says: "S. S. 'Senator,' 280 feet in length, in Dec. 1907."

8. In answer to Cross-Interrogatory No. 8, he says: "No."

9. In answer to Cross-Interrogatory No. 8, he says, "No, I never measured it as I now recollect."

10. In answer to Cross-Interrogatory No. 10, he says: "My personal observation and my long acquaintance with it—I landed at that wharf between 350 to 400 times."

11. In answer to Cross-Interrogatory No. 11, he says: "Saw them first after they were driven."

12. In answer to Cross-Interrogatory No. 12, he says: "No, but never saw them used for any other purpose than mooring ships, and evidently had no other purpose and were put to no other use."

13. In answer to Cross-Interrogatory No. 13, he says: ——— (answered in number 12).

14. In answer to Cross-Interrogatory No. 14, he says: "Cannot tell exactly but it was the year 1896, to the best of my recollection, it was not far from that time."

15. In answer to Cross-Interrogatory No. 15, he says: "I mean to say that to my personal knowledge the ships I was master or pilot on, or on which I was inspector, never tied up to the wharf alone; but always used the piles for mooring the vessels to. I know that all sea-going vessels always used the piles for mooring there. They could not lie at the wharf in safety unless they did."

16. In answer to Cross-Interrogatory No. 16, he says: "I do not mean to say that it was necessary to

have a wharf site exactly 600 feet in length, but I mean to say that one shorter than that would be much less serviceable than one longer than 600 feet."

17. In answer to Cross-Interrogatory No. 17, he says: "I have already given the sources of my information." [704]

18. In answer to Cross-Interrogatory No. 18, he says: "Upon the facts stated in my answers to direct and cross-interrogatories above."

19. In answer to Cross-Interrogatory No. 19, he says: "Yes."

20. In answer to Cross-Interrogatory No. 20, he says: "I have no interest one way or the other, and I have no preference as to which party shall win this lawsuit—I merely state the facts I know."

21. In answer to Cross-Interrogatory No. 21, he says: "About 1896."

22. In answer to Cross-Interrogatory No. 22, he says: "About May 15, 1914."

23. In answer to Cross-Interrogatory No. 23, he says: "I do not remember having discussed the subject, and I cannot say I have thought about it—I had no occasion to do so."

24. In answer to Cross-Interrogatory No. 24, he says: "Yes, I have testified from my own independent recollection wholly except as qualified in my next answer."

25. In answer to Cross-Interrogatory No. 25, he says: "I talked with Capt. Hunter to refresh my recollection as to the first year I was in Juneau as inspector. If Capt. Hunter was master of the 'Idaho' in 1884 at Juneau, then I am positive that I was at Juneau first as inspector aboard ship, in the

year 1883. I had the talk with Capt. Hunter about May 15, 1914, at Seattle.”

H. H. LLOYD.

State of Washington,
County of King,—ss.

I, Leroy V. Newcomb, a Notary Public in and for the County of King in the State of Washington, do hereby certify that the above and foregoing deposition was taken before me and reduced to writing by myself at Seattle in said county on the 6th day of June, 1914, at four o'clock in the afternoon of said day in pursuance to the annexed stipulation and interrogatories, direct and cross, hereto attached. That the above-named witness before examination was sworn to testify *to testify* the truth, the whole truth and nothing but the truth, and said deposition was carefully read by said witness and then subscribed by me.

Dated this 6th day of June, 1914.

[Seal]

LEROY V. NEWCOMB,

Notary Public in and for the State of Washington,
Residing at Seattle. [705]

*In the District Court for the District of Alaska,
Division No. 1, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Stipulation.

It is hereby stipulated and agreed between counsel for the plaintiff and counsel for the defendant George E. James above named, that the deposition of H. H. Lloyd, of Seattle, Washington, a witness on behalf of the plaintiff in this action, may be taken before L. V. Newcomb, a Notary Public, at his office 1011 American Bank Building, Seattle, Washington; that all objections to the giving of the statutory notice of the taking of said depositions are hereby waived and issuance of a commission out of the above-entitled court is also hereby waived.

It is agreed that written interrogatories shall be propounded by counsel for plaintiff and submitted to counsel for defendant and that cross-interrogatories shall thereafter and within five days from the receipt of the said interrogatories be propounded by counsel for the defendant and submitted to counsel for the plaintiff and that such interrogatories and cross-interrogatories shall then be attached to this stipulation and forwarded to the said Notary Public.

That when said deposition has been taken the same may [706] be used at the trial of this action subject to the same objections as to the form of the interrogatories as if the said witness were there personally present and testifying, the said deposition when taken shall be attached to this stipulation and forwarded by the said Notary Public before whom the same is taken to the clerk of the above-entitled court.

Dated this 19th day of May, 1914.

SHACKLEFORD & BAYLESS,

Counsel for Plaintiff.

GUNNISON & ROBERTSON,

Counsel for Defendant George E. James.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Stipulation. Shackelford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska.

*In the District Court for the District of Alaska,
Division No. 1, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

**Interrogatories to be Propounded to Captain H. H.
Lloyd.**

Interrogatory No. 1: Please state your name, residence and age.

Interrogatory No. 2: What has been your occupation or profession?

Interrogatory No. 3: Are you engaged in any occupation or profession at the present time?

Interrogatory No. 4: When did you retire?

Interrogatory No. 5: What was your occupation

or profession in [707] the year 1882, 1883 and 1884?

Interrogatory No. 6: By whom or by what company were you employed?

Interrogatory No. 7: Please state what ships you sailed on in the years 1882, 1883 and 1884 and the official position you occupied on such ship.

Interrogatory No. 8: Did you sail on any such ships to Juneau, Alaska, in the years 1882, 1883 and 1884? If so, state what ships and what position you occupied on the same and give the dates, as near as you can.

Interrogatory No. 9: Where did such ships land in Juneau in the years 1882, 1883 and 1884?

Interrogatory No. 10: Please describe the Carroll-Murray wharf and wharf site as it existed on your first voyage to Juneau, Alaska.

Interrogatory No. 11: What was the length of the face of said wharf?

Interrogatory No. 12: How did you land the ship or ships you sailed to Juneau on in the years 1882, 1883 and 1884?

Interrogatory No. 13: Was it possible to tie up such ships at the face of said wharf in all kinds of weather? If not, please state how and to what such ships were tied.

Interrogatory No. 14: Were there piles driven in the tide lands adjacent to the Carroll-Murray wharf for the purpose of mooring the vessel to when you first sailed to Juneau? If so, where with reference to the said wharf were such piles driven? Please describe in detail the situation as you recollect it.

Interrogatory No. 15: When you first sailed to

Juneau was there [708] any other wharf there besides the Carroll-Murray wharf?

Interrogatory No. 16: For how long and until what time was the Carroll-Murray wharf used to land ocean-going vessels?

Interrogatory No. 17: During this period of time where did all the sea-going ships land at Juneau?

Interrogatory No. 18: During this period of time, where did all the ships you sailed on to Juneau tie up?

Interrogatory No. 19: Was there any change in the practice of landing ships at Juneau when you last landed there and when you first landed there?

Interrogatory No. 20: Did you have charge of landing at Juneau the ship or ships you sailed on in the years from 1882 until the date of your retirement from active service or from the date you last landed in Juneau?

Interrogatory No. 21: Do you know the practice of masters of vessels in landing ships at Juneau at the Carroll-Murray wharf? If so, describe in detail the manner in which vessels were so landed and the manner in which they were moored.

Interrogatory No. 22: On account of the size of the said wharf do you know how much ground in addition thereto was necessary for use in making fast the ships which landed at that dock? If so, state the size of the tract of land necessary for such use as a wharf site in landing the vessels which sailed [709] to Juneau prior to May 17, 1884, giving your reasons.

Interrogatory No. 23: Have you any interest in this suit?

Interrogatory No. 24. Are you free from bias and

prejudice for or against either of the parties to this action?

Interrogatory No. 25: If you know of any additional facts and circumstances relevant to this matter which you have not been interrogated upon please relate the same fully and give your reasons.

Interrogatory No. 26: If you have access to and can obtain a map or plat showing the situation of the old Carroll-Murray wharf prior to May 17, 1884, please attach the same to your deposition, properly marked for identification.

SHACKLEFORD & BAYLESS,

Attorneys for Plaintiff.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Interrogatories to be Propounded to Captain H. H. Lloyd. Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. [710]

*In the District Court for the Territory of Alaska,
Division Number One, at Juneau.*

Court No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

**Cross-Interrogatories to be Propounded to Capt.
H. H. Lloyd.**

Cross-Interrogatory No. 1: Are you at the present time holding a position or connected or interested in any capacity whatever with the Pacific Coast Company, or the Pacific Coast Steamship Company, or the Pacific Coast Coal Company, or any of the subsidiary corporations of said named companies?

Cross-Interrogatory No. 2: How many years has it been since you were employed in any capacity whatever for any of the corporations referred to in cross-interrogatory No. 1?

Cross-Interrogatory No. 3: How many years has it been since you were at Juneau, Alaska, either as master or in some other capacity on some ship, or in your personal capacity? Please state the year, and the capacity in which you were here.

Cross-Interrogatory No. 4: Have you seen the Carroll-Murray wharf and wharf site since the year which you gave in your answer to cross-interrogatory No. 3?

Cross-Interrogatory No. 5: Do you have any personal knowledge for what and in what manner the Carroll-Murray wharf and wharf site has been used since the year you gave in your answer to cross-interrogatory No. 3?

Cross-Interrogatory No. 6: If you answered cross-interrogatory No. 5 in the affirmative, state upon what you base your knowledge.

Cross-Interrogatory No. 7: Give the name of the ship which you last sailed to Juneau, her ap-

proximate length, and the month and year that you brought her to Juneau. [711]

Cross-Interrogatory No. 8: Did you land or moor the ship which you mentioned in interrogatory No. 7 to the Carroll-Murray wharf?

Cross-Interrogatory No. 9: If in your direct examination you have stated the length of the face of the Carroll-Murray wharf, state whether you ever measured the face yourself.

Cross-Interrogatory No. 10: If you have never measured the face of the Carroll-Murray wharf, state upon what you base your knowledge that it was of the length which you state.

Cross-Interrogatory No. 11: Did you actually see the driving of the piles to which you referred in direct interrogatory No. 14, into the tide lands adjacent to the Carroll-Murray wharf, or was it after they were driven that you first saw them?

Cross-Interrogatory No. 12: Do you know of your own personal knowledge that the piles to which you referred in cross-interrogatory No. 11, were driven for the express purpose of being used to moor vessels to which landed at the Carroll-Murray wharf?

Cross-Interrogatory No. 13: If you have answered cross-interrogatory No. 12 in the affirmative, state upon what you base your knowledge and information.

Cross-Interrogatory No. 14: State the last occasion, giving the month and year, on which you, as master, or in some other capacity, moored or assisted to moor a vessel to the Carroll-Murray wharf at Juneau.

Cross-Interrogatory No. 15: If you have answered direct interrogatory No. 13 in the negative, do you mean to say that a ship never was tied up or moored to the face of said wharf except by tying or mooring the same to the piles that you have referred to as being on the adjacent tide lands, or do you mean to say that within your personal knowledge, a ship was never so tied up or moored [712] to said wharf? State which you mean.

Cross-Interrogatory No. 16: Calling your attention to direct interrogatory No. 22, do you mean to state that it was necessary to have a wharf site of the exact length you have mentioned therein, or could not said wharf site been considerably shorter or considerably longer than the one you have mentioned, and still have been just as serviceable?

Cross-Interrogatory No. 17: Is it not true that you have no knowledge whatever of the wharf and wharf site at Juneau other than that you know that you tied your vessel up to the Carroll-Murray wharf at the times that you landed at Juneau, and perhaps moored the same to the piles on the adjacent tide lands to which you referred?

Cross-Interrogatory No. 18: If you have answered cross-interrogatory No. 17 in the negative please state upon what your alleged information and knowledge is based.

Cross-Interrogatory No. 19: Do you know the defendant, George E. James, in this suit?

Cross-Interrogatory No. 20: Do you mean to say that, as between the plaintiff and the defendant, George E. James, the plaintiff having been your

former employer, you are not prejudiced to the extent that you would prefer to see them win this lawsuit?

Cross-Interrogatory No. 21: State the year that you last saw or were upon the Carroll-Murray wharf or wharf site.

Cross-Interrogatory No. 22: When was your attention first directed to the fact that the Carroll-Murray wharf and wharf site was in litigation between the plaintiff and the defendant herein? [713]

Cross-Interrogatory No. 23: When, prior to the time that you were informed that the Carroll-Murray wharf and wharf site was in litigation between the parties hereto, was it that you last thought of or discussed the Carroll-Murray wharf and wharf site, its size, the uses to which it was put, the length of the face of the wharf, and the piles which you say were on the adjacent tide lands, and the purpose for which they were driven and used?

Cross-Interrogatory No. 24: At the time you were informed that the Carroll-Murray wharf and wharf site was in litigation between the parties hereto, had you any independent recollection of the matters to which you have testified in your direct interrogatories?

Cross-Interrogatory No. 25: If you answered cross-interrogatory No. 24 in the negative, and if you refreshed your recollection as to any particular of the matters testified to by you, state fully how, when and from what source you refreshed your recollection.

GUNNISON & ROBERTSON,

Attorneys for Defendant George E. James.

[Endorsed]: Court No. 1024—A. In the District Court for the Territory of Alaska, Division No. One, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Cross-interrogatories to be Propounded to Capt. H. H. Lloyd. Gunnison & Robertson, Attorneys at Law, Juneau, Alaska.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Deposition. Published in open court, July 17, 1914. J. W. Bell, Clerk. By J. T. Reed, Deputy. Filed in the District Court, District of Alaska, First Division, Jul. 17, 1914. J. W. Bell, Clerk. By John T. Reed, Deputy. [714]







Description City Wharf Property

From the
Beginning of Car No. 8; Thence N. 87° 04' E. 30 ft. Thence
33° 15' E. 32 ft. Thence along the northeast
end of Lumber House N. 67° 15' E. 100 ft. to the
SW side of Decker Bros. Wharf; Thence along
the dividing line between Decker Bros. and Jensen
City Wharf C. 314° 00' E. 125 ft. Thence along the outer
edge of City Wharf N. 15° 30' W. 15 ft. Thence N. 75° E.
35 ft. Thence N. 81° 45' W. 25 ft. Thence N. 25° 00' W. 175 ft.
Thence N. 40° W. 25 ft. Thence along the NW side of
Black F. Post Co. N. 40° W. 30 ft. to Frank St. Thence
34° 00' E. along the N.E. side Black F. Main St.
34 ft. to the place of beginning.

Auditors Deed No. 87.
Seattle Title Records.

Description

From the
Beginning
of Car No.
8; Thence
N. 87° 04' E.
30 ft. Thence
33° 15' E. 32 ft.
Thence along the
northeast end of
Lumber House N.
67° 15' E. 100 ft.
to the SW side of
Decker Bros. Wharf;
Thence along the
dividing line between
Decker Bros. and
Jensen City Wharf
C. 314° 00' E. 125 ft.
Thence along the
outer edge of City
Wharf N. 15° 30' W.
15 ft. Thence N. 75°
E. 35 ft. Thence
N. 81° 45' W. 25 ft.
Thence N. 25° 00' W.
175 ft. Thence N. 40°
W. 25 ft. Thence
along the NW side
of Black F. Post Co.
N. 40° W. 30 ft. to
Frank St. Thence
34° 00' E. along the
N.E. side Black F.
Main St. 34 ft. to
the place of beginning.



CHANNEL

- EXPLANATION:
- Buildings destroyed by recent earthquake
 - Buildings approximately located
 - Streets
 - Water
 - Marsh
 - Unimproved land
 - Improvements

THE PACIFIC COAST COMPANY
 MAP OF A PORTION OF
NOME, ALASKA
 SHOWING COMPANY POSSESSIONS
 1906



*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

**Certificate and Order Settling and Allowing Bill of
Exceptions.**

This matter coming on for hearing before the above-entitled Court on motion of the plaintiff, the Pacific Coast Company, a corporation, asking that the foregoing bill of exceptions be settled, allowed, filed and made a part of the record in the cause; and it appearing that said bill of exceptions contains all the testimony and evidence introduced upon the trial of said cause, and the Court being fully advised in the premises,

IT IS ORDERED that the foregoing bill of exceptions be and the same is hereby allowed and settled and made a part of the record in this case, and the clerk of the above-entitled court ordered to file the same.

And the Court certifies that the bill of exceptions so settled and allowed was presented to it within the time prescribed by law and the rules of this Court, and within the time allowed by this Court, by an order made and entered on the 8th day of February, 1915. [716]

And the Court further certifies that the foregoing transcript of the testimony, together with the depositions, exhibits thereto attached, constitutes all the evidence and testimony introduced upon the trial of this cause, and the exceptions and objections noted therein were the objections made and exceptions and rulings allowed and made by the Court, and the same are ordered to be made a part of the record herein.

AND IT IS FURTHER ORDERED that the plaintiff's request for findings of fact and conclusions of law, the refusal of the same, and the exceptions allowed thereto as well as the exceptions allowed the plaintiff to the findings of fact and conclusions of law, and the judgment signed by the Court the 27th day of January, 1915, be made a part of the record herein.

And it appearing necessary and proper that in case of appeal herein, the originals of the following exhibits, to wit: The plats attached to Nos. 17 and 19, and also Nos. 20, 23, and 25 of the plaintiff's exhibits, and Nos. A and C of the defendant's exhibits,—should be inspected by the Circuit Court of Appeals on said appeal.

IT IS FURTHER ORDERED that said original exhibits be forwarded to the Clerk of the United States Circuit Court of Appeals for the Ninth Circuit at San Francisco, and on final judgment there, be returned to the Clerk of this Court.

Done in open court this 20th day of March, 1915.

ROBERT W. JENNINGS,

Judge.

[Endorsed]: Original No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Certificate and Order Settling and Allowing Bill of Exceptions. Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. Filed in the District Court, District of Alaska, First Division. Mar. 20, 1915. J. W. Bell, Clerk. [717]

*In the District Court for the District of Alaska,
Division No. 1, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

**Findings of Fact and Conclusions of Law Requested
by the Plaintiff.**

The Court does now decide and find the facts in this case to be as follows:

FINDINGS OF FACT.

I.

That the plaintiff, the Pacific Coast Company, is a corporation duly organized and existing, and qualified to do, and doing business as a corporation in the territory of Alaska, and that it has heretofore paid its annual license fees for the years 1913 and 1914.

II.

That on the 6th day of March, 1881, M. W. Murry being a citizen of the United States over the age of twenty-one years, and a resident of the Town of Harrisburg, now Juneau, Alaska, entered upon, located and claimed and entered into the actual possession and occupation of a certain piece or parcel of land for building and wharf purposes, the same being unappropriated, vacant, public land, and being free and open to location and appropriation, which said piece or parcel of land is described as follows: [718]

“Located, lying and being about one-eighth ($\frac{1}{8}$) of a mile easterly from the town of Harrisburg, now Juneau, on the seashore, the center line being marked by a blazed tree and notice and a large boulder near low-water mark in line S. 25° W. Magnetic, courses and distances are as follows:

Commencing at a stake and mound of stone 1st, N. 25° E. 600 ft.; thence 2d, 65° E. 600 ft; thence 3d, S. 25° W. 600 ft. to stake and mound of stone at low-water mark, and thence 4th, N. 65° W. 600 ft. along the water line to the place of beginning,” all of which said land borders and abuts upon Gastineau Channel, which is a navigable arm of the North Pacific Ocean in the District of Alaska.

III.

That thereafter and on the 26th day of March, 1881, the miners and citizens of the town of Rockwell, now Juneau, Alaska, in meeting assembled,

unanimously adopted, endorsed, and approved the following resolution:

“Whereas Captain M. W. Murray has located outside and to the east of the city, a wharf site, and proposes at earliest opportunity to build a wharf and warehouse for the accommodation of vessels and steamers and for the benefit of all citizens alike, it is the sense of the meeting that we should encourage such an enterprise; therefore it is hereby “Resolved that the miners and citizens of the district and city, recognizing that such improvements would be a public benefit, hereby accept, endorse and recognize the rights of Cap. Murray, and will by our future acts endorse and recognize his rights to the said wharf site and improvements.”

IV.

That the said M. W. Murray located, and entered into the possession of the said tract of land above described, and the whole thereof, and in the year 1881 commenced the erection and construction of a certain wharf which was afterward known as the Carrol-Murray wharf of Juneau, Alaska, and completed the erection and construction of the same in the year 1882. That said wharf erected upon said premises consisted of an approach about 200 feet long, and a face about 60 feet long, by 40 feet wide. That said wharf structure was erected at or about center of said wharf site and extended from the uplands on said premises out to deep water of Gastineau Channel. That the said M. W. Murray and his successors in interest constructed other valuable improvements

upon said premises, consisting of a warehouse, coal bunkers, and other buildings used for wharf purposes. That from the date of the completion of said wharf down to the year 1894, the said Carrol-Murray wharf was the only wharf in [719] the town of Juneau, Alaska, at which all sea-going vessels plying the port of Juneau, tied up to. That on account of the limited extent of the face of the said wharf, it was necessary for such vessels to run lines ashore in mooring to said Carrol-Murray wharf. That the said M. W. Murray and his successors in interest, for the purpose of marking and defining the boundaries of the tract of land above described, and also for the purpose of mooring the said vessels in the manner aforesaid, in the year 1883, drove two piles between high and low water mark, 600 feet apart and 300 feet from the center of the said tract of land. That it was the practice for the said vessels plying the port of Juneau and tying up to the said Carrol-Murray wharf during the period from 1881 to 1894, to run lines ashore to the said two piles or to other permanent objects in the vicinity of the said piles, for the purpose of making the ships fast to the said wharf. That a space of 300 feet on either side of the center of the said wharf site was a necessary and reasonable adjunct to the use and enjoyment of the said wharf and wharf site. That the tide lands and premises, the same being—13 feet in front of the southerly 13 feet of Lot I in Block S, and 100 feet in front of lots 1 and 2 in Block T, of Juneau, Alaska, in dispute in this case were actually used and occupied by the said M. W. Murray and his successors

in interest in the manner aforesaid during the period from 1881 until 1894. That in the year 1898 United States patent was issued for the entire uplands of the said premises, and that by mesne conveyances the whole of the said wharf site including said 13 feet of tide lands in front of the southerly 13 feet of Lot 1 in Block S, and said 100 feet of tide lands in front of Lots 1 and 2 in Block T of the town of Juneau, the premises in dispute, was conveyed to the plaintiff and that the said plaintiff and its grantors and predecessors in interest were, from the 6th day of March, 1881, down to the [720] year 1894, in open, notorious, exclusive and continuous possession, use, and occupation of each and all of the said premises, uplands and tide lands, occupying the same under a *bona fide* claim of ownership and right of possession, and exercising dominion over the tide lands above described, and over the right of way out to deep water of Gastineau Channel; and that the said plaintiff and its grantors and predecessors in interest have been, since the 6th day of March, 1881, in the open, notorious, exclusive and continuous possession of each and all of the said premises, occupying the same and exercising dominion over the tide lands above described (saving and excepting the tide lands in dispute in this action as herein stated), and over the right of way out to deep water aforesaid, since that date; that the said tide lands lie immediately in front of Blocks O, P, Q. R. S, and T, in the Townsite of Juneau, Alaska; and that the said plaintiff is the owner of and in possession of the said Blocks O, P. Q, R. S and T, in the said townsite of

Juneau, Alaska. That after 1894 the plaintiff and its predecessors in interest, discontinued the use of the Carroll-Murray wharf as a wharf, but themselves, their agents and tenants actually occupied the improvements placed upon the tide lands, actually occupied the wharf structure and the buildings appurtenant thereto, for various purposes, such as a sardine factory, a glove factory, and for other purposes, and the plaintiff, its agents and tenants have continued such use and occupation of the said premises until the present time; that in 1894 the plaintiff and its grantors and predecessors in interest discontinued the actual occupation of the premises in dispute, but that between 1894 and 1900 no other person occupied said premises; that in the years 1900 and 1901 the lessees and tenants of the plaintiff actually occupied the premises in dispute; that in the year 1905, Charles E. Davidson, as receiver of the Willson-Sylvester Estate, the lessees and tenant of the plaintiff, actually occupied the [721] premises in dispute, and erected thereon a certain gridiron, which remained upon said premises for the space of six months or more. That the said plaintiff and its grantors and predecessors in interest have ever since the 6th day of March, 1881, looked after, exercised dominion over and paid taxes on the premises in dispute and have never had the intention to abandon the said wharf site or any part thereof. That on May 17th, 1884, the plaintiff, its grantors and predecessors in interest, actually used, occupied and claimed the whole of said wharf site including the premises in dispute herein and from said date continued in such

actual use, occupation, and possession, until 1894, when the Carrol-Murray wharf was discontinued as a wharf, but that ever since prior to May 17th, 1884, the plaintiff, its grantors and predecessors in interest, has in good faith, claimed the possession and right of possession, use and occupation of the premises in dispute under location notice, deeds, and patents.

V.

That on or about the 15th of April, 1900, the defendant George E. James, first landed lumber and rafts on a portion of the premises located by M. W. Murray on March 6th, 1881, which is known as the Carrol-Murray wharf site, and which has been conveyed to the plaintiff by mesne conveyances (and which premises have heretofore been subdivided into Blocks O, P, Q. R, S and T); that said defendant from said date down to the date of the institution of this action has used said portion of tide lands of the Carrol-Murray wharf site, which portion is described as follows:

Extending along the line of *mesne* high tide a distance of about 100 feet in front of Lots 1 and 2 in Block T, and 13 feet in front of the southerly 13 feet of Lot 1, in Block S in the Town of Juneau, Alaska, and thence from the said line of *mesne* high tide out to the deep and navigable waters of Gastineau Channel;

That the use by said defendant of said premises [722] consisted in the landing of rafts and scows of lumber; that said defendant has placed no monuments of any kind upon said premises to indicate the bound-

aries thereof; that the landing of said scows and rafts has been casual and intermittent; that the use of said premises by said defendant has not been exclusive; that the claim of title of the defendant in and to said premises is not based on any location notice, deed or other written instrument; that said defendant has used and occupied said premises by permission from the plaintiff; that said defendant made no claim of ownership in and to said premises adverse to the plaintiff until a short time before the institution of this action; that said defendant some time in the year 1905 erected a small gridiron on the premises herein mentioned; that prior to said date the defendant had erected no structure nor improvements of any kind upon said premises; that in the year 1906 the defendant constructed a gridiron upon said premises and in the year 1907 erected an easterly approach therefrom to lower Franklin Street; that in the year 1912 the defendant erected a westerly approach therefrom to lower Franklin Street; and that defendant has paid no taxes on said premises.

VI.

That on or about the 15th day of August, 1913, the above-named defendants, with a gang of men and piles, entered upon the property above described and with a pile-driver upon the lands and premises in front of Blocks R. S and T, and upon the ground so occupied and claimed by the plaintiff, its grantors and predecessors in interest on and prior to the 17th day of May, 1884, and began the erection of a series of posts or piles beginning immediately in front of

Blocks R, S and T and continued to drive the said piles and posts with said gang of men and threatened to take possession and control of all of the tide lands so owned and occupied by this plaintiff since [723] the 6th day of March, 1881, and under the provisions of the Act of Congress of May 17th, 1884, until restrained by an order of this Court, and the defendants threatened to and now threaten to obstruct plaintiff's right of way out to deep water in Gastineau Channel and threatened to further construct upon said piling and posts after capping the same, a platform and wharf or gridiron and will occupy and possess and control all of the waterfront in front of Blocks R, S and T in said town of Juneau and thus deprive the plaintiff of the use and occupancy of the said waterfront property for the purposes mentioned herein and completely obstruct and shut the plaintiff out of the said property and exclude it from the same and from its right to use, occupy and possess the same and from its right of way to deep water of Gastineau Channel.

VII.

That all of said acts and threatened acts and doings of the said defendants are against the will, and consent of the plaintiff; that plaintiff notified the defendants of its rights in the premises, and to refrain from doing and committing the wrongs complained of and requested the defendants to refrain from further prosecution of said work and no further to trespass upon plaintiff's property; but the defendants will continue the work and improvements aforesaid unless restrained by this Honorable

Court; that the said acts and matters complained of and the placing of said obstructions upon the property claimed by the plaintiff in this action, will render the same valueless and useless and of great and irreparable damage to this plaintiff.

VIII.

From the foregoing Findings of Fact, the Court draws the following: [724]

Conclusions of Law.

(I)

That the plaintiff, its grantors and predecessors in interest, on the 17th day of May, 1884, actually used, occupied and claimed the wharf site and the whole thereof located by M. W. Murray in 1881, situated in the Town of Harrisburg, now Juneau, Alaska; that the plaintiff, its grantors and predecessors in interest have color of title to said premises; that the plaintiff has never abandoned the same or any part thereof; and that by the terms of the Act of Congress of May 17th, 1884, the plaintiff shall not be disturbed in the possession of the said property or any part thereof.

(II)

That the plaintiff is the owner, save as against the United States, and entitled to the possession of the tide lands lying immediately in front of Blocks O, P, Q, R, S and T, and particularly the 13 feet in front of the southerly 13 feet of Block S, and 100 feet in front of Lots 1 and 2 in Block T, of the Town of Juneau, Alaska, which are within the boundaries of the wharf site located by M. W. Murray on the 6th day of March, 1881.

(III)

That the defendant George E. James has no right, title or interest in and to the property and premises above described.

(IV)

That the defendant, George E. James, threatens to, and will, continue a series of trespasses upon the property above described which will render the same valueless and useless and to the great and irreparable injury to the plaintiff, unless restrained by an order of this Court; that the [725] plaintiff has no plain, speedy, adequate and complete remedy at law; that the doings of the defendant, George E. James, are contrary to equity and good conscience; and that only by an action in equity before this Court for an injunction, can a multiplicity of suits be avoided.

(V)

That the defendant, George E. James, be perpetually enjoined from committing the wrongs complained of, and of placing piling, posts, mudsills or capping in front of the property of the plaintiff, to wit: The tide lands lying immediately in front of Blocks O, P, Q, R, S and T, and particularly the 13 feet in front of the southerly 13 feet of Block S, and 100 feet in front of Lots 1 and 2 in Block T of the Town of Juneau, Alaska, and within the boundaries of the wharf site located by M. W. Murray on the 6th day of March, 1881, and in any way interfering with or disturbing the plaintiff's possession, use and occupancy of said tract of land.

(VI)

That the plaintiff have of, and from, the defend-

ant George E. James, its costs and disbursements herein laid out and expended.

Done in open court this —— day of ———, 1914.

_____,
Judge.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau, Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Findings of Fact and Conclusions of Law Requested by the Plaintiff, Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. Due service of a copy of the within is admitted this 25th day of November, 1914. Gunnison & Robertson, Attorneys for Sabino Dortero, Plaintiff. Filed in the District Court, District of Alaska, First Division. Nov. 27, 1914. J. W. Bell, Clerk. By C. Z. Denny, Deputy. [726]

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

Number 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Assignment of Error.

The Pacific Coast Company, a corporation, plaintiff in the above-entitled court and cause, assigns the

following errors committed by the trial court in the trial hereof, and the rendition and entry of the judgment herein, upon which it will rely in the United States Circuit Court of Appeals, for the Ninth Circuit, to wit:

I.

The Court erred in rendering the first Finding of Fact, which is in words and figures as follows, to wit:

“That on the 15th day of April, 1900, the premises in controversy in this suit, to wit:

A certain tract of tide land in the town of Juneau, Alaska, being 113 feet along the line of mean high tide in front of Lots 1 and 2, Block T, and part of Lot 1 in Block S, as follows: that is to say, the full width of Lots 1 and 2, Block T, being 100 feet more or less, and the 13 feet of Lot 1 in Block S, which is contiguous to said 100 feet, and extending from said line of mean high tide the full width of said 113 feet out to the navigable waters of Gastineau Channel, an arm of the North Pacific Ocean,

was vacant, unused, unoccupied, unappropriated land of the United States.”

for the reason that the same is contrary to, and wholly unsupported by the evidence. [727]

II.

That Court erred in rendering the second Finding of Fact, which is in words and figures as follows, to wit:

“That on said date defendant George E. James, being then a citizen of the United States

and a resident of Alaska, claimed, took possession of and entered into the use, occupation and enjoyment of said tract, and improved same by clearing the same of driftwood and boulders, and rendering it suitable as a place for loading and unloading, repairing and otherwise handling rafts, lighters, boats scows, barges and other craft, and began and, until the commencement of this suit continued, to use and occupy the same in and for said purposes, and in connection with the lumber and sawmill business then and at all times since conducted by him. That in the year 1906, and again in 1908, 1911 and 1912, said defendant made and constructed thereon permanent structures, to wit, gridirons, platforms, and approaches from the street to said platforms and gridirons, to facilitate the said purposes for which said premises were used and occupied by him, which said use, occupation and claim have at all times been open, notorious, continuous and without let, hinderance or interruption until the doing of the matters and things complained of in the answer herein.”

for the reason that the same is contrary to and wholly unsupported by the evidence.

III.

The Court erred in rendering the third Finding of Fact, which is in words and figures as follows, to wit:

“That on or about the 17th day of August, 1913, plaintiff, Pacific Coast Company, a corporation, without right, and against the will and

consent of said defendant, entered upon the said tract, and began, and threatened to continue, and unless restrained by law will continue, to drive piles and erect structures in front of, that is, on the seaward side of, the structures and improvements of the defendant in such manner as to block and cut off said defendant's access and communication between his said structures and the deep and navigable waters of Gastineau Channel and in such a manner as to render said premises valueless and useless to said defendant for the purposes aforesaid."

for the reason that the same is contrary to and wholly unsupported by the evidence.

IV.

The Court erred in rendering the fourth Finding of Fact, which is in words and figures as follows, to wit: [728]

"That said acts and threatened acts of plaintiff do and will constitute a continued trespass, and will cause defendant irreparable loss and damage, for which he will have no adequate remedy at law, and will render the premises in controversy useless and of no value to defendant for the uses and purpose for which he, said defendant, originally appropriated and used the same and for which he has since used the same."

for the reason that the same is contrary to and wholly unsupported by the evidence.

V.

The Court erred in rendering the fifth Finding of Fact, which is in words and figures as follows, to wit:

“That at the time of the acts complained of by plaintiff, and at the time of the commencement of this suit, plaintiff was the owner of said Lots R, S and T, but that a long time prior to the commencement of this action, by various certain formal conveyances and instruments, it deeded and dedicated to the Municipality known as the Town of Juneau, and to the public use, as a public street and highway, a certain strip of upland, being the westerly portion of said Lots 1 and 2, in Block T, and of Lot 1 in Block S, which said portions so deeded and dedicated abutt upon the line of mean high tide of the waters of said Gastineau Channel and that said plaintiff also deeded and dedicated to said town, certain other portions of said Lots 1 and 2, in Block T, and of Lot 1 in Block S, as public streets and alleys; that said upland so deeded and dedicated to said town and the public use, as public streets, highways and alleys, was duly accepted by said town for said purposes and for a long time theretofore was, and at all times thereafter has been, used as such public streets, highways and alleys by the general public, and that since said dedications and use plaintiff has not been, and is not now, the owner of any upland upon which the tide land in controversy abutts.”

for the reason that the same is contrary to and wholly unsupported by the evidence.

VI.

The Court erred in concluding as a matter of law “that defendant, George E. James, is entitled to a

decree adjudging him to be the owner of said tract of tide land and enjoining plaintiff from in any manner interfering with the full enjoyment and use by defendant of his said property.” [729]

VII.

The Court erred in refusing the request of the plaintiff to make the following Finding of Fact:

That the plaintiff, the Pacific Coast Company, is a corporation duly organized and existing, and qualified to do, and doing business as a corporation in the Territory of Alaska, and that it has heretofore paid its annual license fees for the years 1913 and 1914.

VIII.

That Court erred in refusing the request of the plaintiff to make the following Finding of Fact:

That on the 6th day of March, 1881, M. W. Murray being a citizen of the United States over the age of twenty-one years, and a resident of the Town of Harrisburg, now Juneau, Alaska, entered upon, located and claimed and entered into the actual possession and occupation of a certain piece or parcel of land for building and wharf purposes, the same being unappropriated, vacant public land and being free and open to location and appropriation, which said piece or parcel of land is described as follows:

“Located, lying and being about one-eighth ($\frac{1}{8}$) of a mile easterly from the Town of Harrisburg, now Juneau, on the seashore, the center line being marked by a blazed tree and notice and a large boulder near low-water mark in line

S. 25° W. Magnetic, courses, and distances are as follows:

Commencing at stake and mound of stone 1st N. 25° E. 600 ft.; thence 2d 65° E. 600 ft.; thence 3d S. 25° W. 600 ft. to stake and mound of stone at low-water mark and thence 4th N. 65° W. 60° ft. along the water line to the place of beginning.”

all of which said land borders and abuts upon Gastineau Channel, which is a navigable arm of the North Pacific Ocean in the District of Alaska.

IX.

The Court erred in refusing the request of the plaintiff to make the following Finding of Fact: [729½]’

That thereafter and on the 26th day of March, 1881, the miners and citizens of the Town of Rockwell, now Juneau, Alaska, in meeting assembled, unanimously adopted, endorsed, and approved the following resolution:

“Whereas, Captain M. W. Murray has located outside and to the east of the city, a wharf site, and proposes at earliest opportunity, to build a wharf and warehouse for the accommodation of vessels and steamers and for the benefit of all citizens alike, it is the sense of the meeting that we should encourage such an enterprise; therefore, it is hereby ‘Resolved that the miners and citizens of the district and city, recognizing that such improvements would be a public benefit, hereby accept, endorse and recognize the rights of Capt. Murray, and will by our future acts en-

dorse and recognize his rights to the said wharf site and improvements.' ”

X.

The Court erred in refusing the request of the plaintiff to make the following Finding of Fact:

That the said M. W. Murray located, and entered into the possession of the said tract of land above described, and the whole thereof, and in the year 1881 commenced the erection and construction of a certain wharf which was afterwards known as the Carrol-Murray wharf of Juneau, Alaska, and completed the erection and construction of the same in [730] the year 1882. That said wharf erected upon said premises consisted of an approach about 200 feet long, and a face about 60 feet long, by 40 feet wide. That said wharf structure was erected at or about center of said wharf site and extended from the upland on said premises out to deep water of Gastineau Channel. That the said M. W. Murray and his successors in interest constructed other valuable improvements upon said premises, consisting of a warehouse, coal bunkers, and other buildings used for wharf purposes. That from the date of the completion of said wharf down to the year 1894, the said Carrol-Murray wharf was the only wharf in the Town of Juneau, Alaska, at which all sea-going vessels plying the port of Juneau, tied up to. That on account of the limited extent of the face of the said wharf, it was necessary for such vessels to run lines ashore in mooring to said Carrol-Murray wharf. That the said M. W. Murray and his successors in interest, for the purpose of marking and

defining the boundaries of the tract of land above described, and also for the purpose of mooring the said vessels in the manner aforesaid, in the year 1883 drove two piles between high and low water mark, 600 feet apart and 300 feet from the center of the said tract of land. That it was the practice for the said vessels plying the port of Juneau and tying up to the said Carrol-Murray wharf during the period from 1881 to 1894, to run lines ashore to the said two piles or to other permanent objects in the vicinity of the said piles, for the purpose of making the ships fast to the said wharf. That a space of 300 feet on either side of the center of the said wharf site was a necessary and reasonable adjunct to the use [731] and enjoyment of the said wharf and wharf site. That the tide lands and premises, the same being—13 feet in front of the southerly 13 feet of Lot 1 in Block S, and 100 feet in front of Lots 1 and 2 in Block T, of Juneau, Alaska, in dispute in this case were actually used and occupied by the said M. W. Murray and his successors in interest in the manner aforesaid during the period from 1881 until 1894. That in the year 1898 United States patent was issued for the entire uplands of the said premises, and that by mesne conveyances the whole of the said wharf site including said 13 feet of tide lands in front of the southerly 13 feet of Lot 1 in Block S and said 100 feet of tide lands in front of Lots 1 and 2 in Block T, of the Town of Juneau, the premises in dispute, was conveyed to the plaintiff and that the said plaintiff and its grantors and predecessors in interest were, from the 6th day of March,

1881, down to the year 1894, in open, notorious, exclusive and continuous possession, use, and occupation of each and all of the said premises, uplands and tide lands, occupying the same under a *bona fide* claim of ownership and right of possession, and exercising dominion over the tide lands above described and over the right of way out to deep water of Gastineau Channel; and that the said plaintiff and its grantors and predecessors in interest have been since the 6th day of March, 1881, in the open, notorious, exclusive and continuous possession of each and all of the said premises, occupying the same and exercising dominion over the tide lands above described (saving and excepting the tide lands in dispute in this action as herein stated), and over the right of way out to deep water aforesaid, since said date; that the said tide lands lie immediately in front of Blocks O, P, Q, R, S and T in the townsite of Juneau, Alaska. That after 1894 the plaintiff and [732] its predecessors in interest, discontinued the use of the Carrol-Murray wharf as a wharf, but themselves, their agents and tenants actually occupied the improvements placed upon the tide lands, actually occupied the wharf structure and the buildings appurtenant thereto for various purposes, such as a sardine factory, a glove factory, and for other purposes, and the plaintiff, its agents and tenants have continued such use and occupation of the said premises until the present time; that in 1894 the plaintiff and its grantors and predecessors in interest discontinued the actual occupation of the premises in dispute, but that between 1894 and 1900 no other

person occupied said premises; that in the years 1900 and 1901 the lessees and tenants of the plaintiff actually occupied the premises in dispute; that in the year 1905, Charles E. Davidson, as receiver of the Willson-Sylvester Estate, the lessee and tenant of the plaintiff, actually occupied the premises in dispute and erected thereon a certain gridiron, which remained upon said premises for the space of six months or more. That the said plaintiff and its grantors and predecessors in interest have ever since the 6th day of March, 1881, looked after, exercised dominion over and paid taxes on the premises in dispute and have never had the intention to abandon the said wharf site or any part thereof. That on May 17th, 1884, the plaintiff, its grantors and predecessors in interest, has in good faith, claimed the claimed the whole of said wharf site including the premises in dispute herein and from said date continued in such actual use, occupation, and possession, until 1894, when the Carrol-Murray wharf was discontinued as a wharf, but that ever since prior to May 17th, 1884, the plaintiff, its grantors and predecessors in interest, has in good faith, claimed the possession and right of possession, use and occupation of the premises in dispute under location notice, deeds, and patents. [733]

XI.

The Court erred in refusing the request of the plaintiff to make the following Finding of Fact:

That on or about the 15th day of April, 1900, the defendant George E. James, first landed lumber and rafts on a portion of the premises located by M. W.

Murray on March 6th, 1881, which is known as the Carrol-Murray wharf site, and which has been conveyed to the plaintiff by mesne conveyances (and which premises have heretofore been subdivided into Blocks O, P, Q, R, S and T); that said defendant from said date down to the date of the institution of this action has used said portion of tide lands of the Carrol-Murray wharf site, which portion is described as follows:

Extending along the line of *mesne* high tide a distance of about 100 feet in front of Lots 1 and 2 in Block T, and 13 feet in front of the southerly 13 feet of Lot 1, in Block S in the Town of Juneau, Alaska, and thence from the said line of mesne high tide out to the deep and navigable waters of Gastineau Channel.

That the use by said defendant of said premises consisted in the landing of rafts and scows of lumber; that said defendant has placed no monuments of any kind upon said premises to indicate the boundaries thereof; that the landing of said scows and rafts has been casual and intermittent; that the use of said premises by said defendant has not been exclusive; that the claim of title of the defendant in and to said premises is not based on any location notice, deed, or other written instrument; that said defendant has used and occupied said premises by permission from the plaintiff; that said defendant made no claim of ownership in and to said premises adverse to the plaintiff until a short time before the institution of this action; that said defendant some time in [734] the year 1905, erected a small

gridiron on the premises herein mentioned; that prior to said date the defendant had erected no structure nor improvements of any kind upon said premises; that in the year 1906 the defendant constructed a gridiron upon said premises and in the year 1907 erected an easterly approach therefrom to lower Franklin Street; that in the year 1912 the defendant erected a westerly approach therefrom to lower Franklin Street; and that defendant has paid no taxes on said premises.

XII.

The Court erred in refusing the request of the plaintiff to make the following Finding of Fact:

That on or about the 15th day of August, 1913, the above-named defendant, with a gang of men and piles, entered upon the property above described and with a pile-driver upon the lands and premises in front of Blocks R, S and T, and upon the ground so occupied and claimed by the plaintiff, its grantors and predecessors in interest on and prior to the 17th day May, 1884, and began the erection of a series of posts or piles beginning immediately in front of Blocks R, S and T, and continued to drive the said piles and posts with said gang of men and threatened to take possession and control of all of the tide lands so owned and occupied by this plaintiff since the 6th day of March, 1881, and under the provisions of the Act of Congress of May 17th, 1884, until restrained by an order of this Court, and the defendants threatened to and now threaten to obstruct plaintiff's right of way out to deep water in Gastineau Channel and threatened to further con-

struct upon said piling and posts after capping the same, a platform and wharf or gridiron and will occupy and possess and control all of the waterfront in front of Blocks R, S and T in said Town of Juneau, and thus deprive the plaintiff of the use and occupancy of the said waterfront property for the purposes mentioned [735] herein and completely obstruct and shut the plaintiff out of the said property and exclude it from the same and from its right to use, occupy and possess the same and from its right of way to deep water of Gastineau Channel.

XIII.

The Court erred in refusing the request of the plaintiff to make the following Finding of Fact:

That all of said acts and threatened acts and doings of the said defendants are against the will, and consent of the plaintiff; that plaintiff notified the defendants of its rights in the premises and to refrain from doing and committing the wrongs complained of and requested the defendants to refrain from further prosecution of said work and no further to trespass upon plaintiff's property; but the defendants will continue the work and improvements aforesaid unless restrained by this Honorable Court; that the said acts and matters complained of and the placing of said obstructions upon the property claimed by the plaintiff in this action, will render the same valueless and useless and of great and irreparable damage to this plaintiff.

XIV.

The Court erred in refusing the request of the plaintiff to make the following Conclusion of Law:

That the plaintiff, its grantors, and predecessors in interest, on the 17th day of May, 1884, actually used, occupied, and claimed the wharf site and the whole thereof located by M. W. Murray in 1881, situated in the Town of Harrisburg, now Juneau, Alaska; that the plaintiff, its grantors, and predecessors in interest, have color of title to said premises; that the plaintiff has never abandoned the same [736] or any part thereof; and that by the terms of the Act of Congress of May 17th, 1884, the plaintiff shall not be disturbed in the possession of the said property or any part thereof.

XV.

The Court erred in refusing the request of the plaintiff to make the following Conclusion of Law:

That the plaintiff is the owner, save as against the United States, and entitled to the possession of the tide lands lying immediately in front of Blocks O, P, Q, R, S and T, and particularly the 13 feet in front of the southerly 13 feet of Block S, and 100 feet in front of Lots 1 and 2 in Block T, of the town of Juneau, Alaska, which are within the boundaries of the wharf site located by M. W. Murray on the 6th day of March, 1881.

XVI.

The Court erred in refusing the request of the plaintiff to make the following Conclusion of Law:

That the defendant George E. James, has no right, title or interest, in and to the property and premises above described.

XVII.

The Court erred in refusing the request of the

plaintiff to make the following Conclusion of Law:

That the defendant, George E. James, threatens to and will, continue a series of trespasses upon the property above described which will render the same valueless and useless and to the great and irreparable injury to the plaintiff, unless restrained by an order of this Court; that the plaintiff has no plain, speedy, adequate, and complete remedy at law; that the doings of the defendant, George E. James, [737] are contrary to equity and good conscience; and that only by an action in equity before this Court for an injunction, can a multiplicity of suits be avoided.

XVIII.

The Court erred in refusing the request of the plaintiff to make the following Conclusion of Law:

That the defendant, George E. James, be perpetually enjoined from committing the wrongs complained of, and of placing piling, posts, mudsills, or capping, in front of the property of the plaintiff, to wit: The tide lands lying immediately in front of Blocks O, P, Q, R, S and T, and particularly the 13 feet in front of the southerly 13 feet of Block S, and 100 feet in front of Lots 1 and 2, in Block T of the Town of Juneau, Alaska, and within the boundaries of the wharf site located by M. W. Murray on the 6th day of March, 1881, and in anyway interfering with or disturbing the plaintiff's possession, use and occupancy of said tract of land.

XIX.

The Court erred in refusing the request of the plaintiff to make the following Conclusion of Law:

That the plaintiff have of, and from, the defendant

George E. James, its costs and disbursements herein laid out and expended.

XX.

Wherefore, the plaintiff prays that on account of the errors hereinbefore mentioned and others manifest of record herein, that the judgment of the District Court for the District of Alaska, Division Number One, be reversed and the cause remanded, with instructions to enter judgment in favor of the plaintiff herein.

SHACKLEFORD & BAYLESS,

Attorneys for Plaintiff. [738]

[Endorsed]: Originol. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Assignment of Error, Schackelford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. Service of a copy of the within is admitted this 6th day of February, 1915. R. E. Robertson, of Attorney for Deft. James. Filed in the District Court, District of Alaska, First Division. Feb. 8, 1915. J. W. Bell, Clerk. By ———, Deputy. [739]

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Citation.

The President of the United States, to George E. James and Edward Webster, Defendants, and Their Attorneys, Greeting:

You are hereby cited and admonished to be and appear at the United States Circuit Court of Appeals for the Ninth Circuit, to be held in the City of San Francisco, in the State of California, within thirty (30) days from the date of this writ, pursuant to an appeal filed in the clerk's office of the *District for* the District of Alaska, Division Number One, at Juneau, wherein Pacific Coast Company is Appellant, and you are Appellees, to show cause if any there be, why the judgment in said appeal mentioned, should not be corrected, and speedy justice done to the said parties in that behalf.

WITNESS the Honorable EDWARD DOUGLAS WHITE, Chief Justice of the Supreme Court of the United States of America, this 8th day of February, 1915, and of the Independence of the United States

the one hundred and thirty-ninth.

ROBERT W. JENNINGS,

Judge. [740]

Service of a copy of the within is admitted this 8th day of February, 1915.

R. E. ROBERTSON,

Of Attorney for Defendant James.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster, Defendants. Citation. Filed in the District Court, District of Alaska, First Division. Feb. 8, 1915. J. W. Bell, Clerk. By ———, Deputy. [741]

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

**Exceptions [to Findings of Fact and Conclusions of
Law, etc.].**

The plaintiff, the Pacific Coast Company, a corporation, excepts to the Findings of Fact and Conclusions of Law rendered by the Court herein on the 27th day of January, 1915, and to the whole and particularly to the findings Nos. 1, 2, 3, 4 and 5 thereof, and to the Conclusions of Law therein.

The plaintiff further excepts to the judgment rendered by the said Court herein on the 27th day of January, 1915, and to each and every part thereof.

The plaintiff further excepts to the refusal of said Court to find as facts in this case and as Conclusions of Law thereon, the proposed Findings of Fact and Conclusions of Law tendered by the said plaintiff, which are on file herein.

All the foregoing exceptions were taken and allowed this 27th day of January, 1915, at the time of said refusals, and of making the findings in the case.

ROBERT W. JENNINGS,

Judge.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, a Corporation, Plaintiff, vs. George E. James and Edward Webster. Defendants. Exceptions. Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. Due service of a copy of the within is admitted this 28th day of January, 1915. Gunnison & Robertson, per R. A. G., Attorney for Deft. George E. James. Filed in the District Court, District of Alaska, First Division. Jan. 28, 1915. J. W. Bell, Clerk. [742]

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Stipulation [Extending Return Day of Citation].

WHEREAS, in the citation issued out of the above-entitled court in this cause, and dated February the 8th, 1915, the above-named defendants were cited and admonished to be and appear at the United States Circuit Court of Appeals for the Ninth Circuit to be held in the City of San Francisco. in the State of California, within thirty (30) days from said date, and

WHEREAS, it has been and is impossible to have prepared, filed and settled, plaintiff's Bill of Exceptions herein within thirty (30) days from February the 8th, 1915.

IT IS HEREBY STIPULATED AND AGREED between counsel for the plaintiff and defendants herein, that the return day named in said Citation shall be extended for a period of thirty (30) days from the 8th day of March, 1915, and that the said defendants shall be required to be and appear in said Circuit Court of Appeals within thirty (30) days from the 8th day of March, 1915.

Dated the 5th day of March, 1915.

SHACKLEFORD & BAYLESS,

Counsel for Plaintiff.

GUNNISON & ROBERTSON,

Counsel for Defendants.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of [743] Alaska, Division No. 1, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendant. Stipulation. Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. Filed in the District Court, District of Alaska, First Division. Mar. 6, 1915. J. W. Bell, Clerk. By C. Z. Denny, Deputy. Due service of a copy of the within is admitted this 5 day of March, 1915. Gunnison & Robertson, Attorney for Deft. Geo. E. James. [744]

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Order Extending Return Day of Citation.

This matter coming on for hearing upon the stipulation of counsel for the respective parties above named, dated March 5th, 1915, and it appearing to

the Court that it has been and is impossible to have prepared, filed and settled, plaintiff's Bill of Exceptions herein, within thirty (30) days from February 8th, 1915, the said stipulation is approved. and

IT IS HEREBY ORDERED that the return day named in said Citation shall be extended for a period of thirty (30) days from the 8th day of March, 1915, and that the above-named defendants shall be required to be and appear in the United States Circuit Court of Appeals for the Ninth Circuit to be held in the City of San Francisco in the State of California, within thirty (30) days from the 8th day of March, 1915.

Done in open court this 6th day of March, 1915.

ROBERT W. JENNINGS,

Judge.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, Plaintiff, vs. [745] George E. James and Edward Webster, Defendants. Order extending return day of citation. Shackleford & Bayless, Attorneys for Plaintiff. Office, Juneau, Alaska. Filed in the District Court, District of Alaska, First Division, Mar. 6, 1915. J. W. Bell, Clerk. By C. Z. Denny, Deputy. [746]

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

Amended Praecipe for Transcript on Appeal.

J. W. Bell, Clerk of the District Court for the District of Alaska, Division No. 1, at Juneau.

Dear Sir: Please prepare the transcript of the record on appeal in the above-entitled case and certify the following papers, to wit:

1. Complaint.
2. Answer.
3. Reply.
4. Opinion by Judge Jennings.
5. Findings of Fact and Conclusions of Law.
6. Judgment.
7. Petition for Allowance of Appeal and Order Granting the Same.
8. Bond on Appeal.
9. Bill of Exceptions Including Transcript of Testimony, Plaintiff's Request for Findings and Conclusions.
10. Assignment of Errors.
11. Citation and Return on Same.
12. Plaintiff's Exceptions.

13. Certificate of the Judge of the District Court Settling Record on Appeal.
14. All Exhibits.
15. Stipulation Extending Time in Citation.
16. Order Extending Time in Citation.
17. Depositions of Lloyd, Hunter, Mitchell & Harper.
18. This Praecipe.

When so prepared, you will kindly transmit this record to the clerk of the United States Circuit Court of Appeals for the Ninth Circuit at San Francisco.

SHACKLEFORD & BAYLESS,
Attorneys for Plaintiff.

[Endorsed]: Original. No. 1024—A. In the District Court for the District of Alaska, Division No. 1, at Juneau. Pacific Coast Company, Plaintiff, vs. George E. James and Edward Webster, Defendants. Amended Praecipe for Transcript on Appeal. Shackleford & Bayless, Attorneys for Plaintiff. Office: Juneau, Alaska. [747] Due service of a copy of the within is admitted this 15th day of March, 1915. Gunnison & Robertson, Attorneys for Deft. Geo. E. James. Filed in the District Court, District of Alaska, First Division. Mar. 15, 1915. J. W. Bell, Clerk. [748]

**[Certificate of Clerk U. S. District Court to
Transcript of Record.]**

*In the District Court for the District of Alaska,
Division Number One, at Juneau.*

No. 1024—A.

PACIFIC COAST COMPANY, a Corporation,
Plaintiff,

vs.

GEORGE E. JAMES and EDWARD WEBSTER,
Defendants.

I, J. W. Bell, Clerk of the District Court for the District of Alaska, Division No. 1, do hereby certify that the foregoing and hereto attached seven hundred and forty-eight pages of typewritten and other matter, numbered from 1 to 748, both inclusive, constitutes a full, true and correct copy of the record, and the whole thereof, prepared in accordance with the praecipe of the appellant, filed herein and made a part hereof, in Cause No. 1024—A, entitled Pacific Coast Company, a Corporation, Plaintiff and Appellant, vs. George E. James and Edward Webster, Defendants and Appellees.

I further certify that the said record is by virtue of order allowing appeal and the citation issued herein and made a part hereof, and the return in accordance therewith.

I further certify that the said record has been prepared by me in my office, and the costs of preparation, examination and certificate amounting to

Three Hundred Thirty-six and 60/100 Dollars (\$336.60) have been paid to me by Messrs. Shackelford & Bayless, attorneys for plaintiff and appellant.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the above-entitled court, this 24th day of March, 1915.

[Seal] J. W. BELL,
Clerk of District Court, Dist. of Alaska, Division
No. 1. [749]

[Endorsed]: No. 2596. United States Circuit Court of Appeals for the Ninth Circuit. Pacific Coast Company, a Corporation, Appellant, vs. George E. James and Edward Webster, Appellees. Transcript of Record. Upon Appeal from the United States District Court for the District of Alaska, Division No. 1.

Filed April 1, 1915.

FRANK D. MONCKTON,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Meredith Sawyer,
Deputy Clerk.